

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poseidon Concepts Limited Partnership		06/24/2013	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	MWS Tanks, LLC		
Street Address:	2800 Post Oak Blvd. #4500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85637513	POSEIDON CONCEPTS	
Serial Number:	85637520	POSEIDON CONCEPTS	
Serial Number:	85637500	POSEIDON	
Serial Number:	85637527	TRITON	
Serial Number:	85637482	ATLANTIS	
Serial Number:	85637486	NEPTUNE	
Serial Number:	85637495	ODYSSEY	
Serial Number:	85637539	VOLCANO	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(512) 322-5200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Steven M. Espenshade		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	POSE001		
NAME OF SUBMITTER:	Kimberlie C. Nelson		

OP \$215.00 85637513

SIGNATURE:	/kcn/
DATE SIGNED:	04/30/2014
Total Attachments: 5 source=PSN-RCK US IP Assignment June 24, 2013 (r)#page1.tif source=PSN-RCK US IP Assignment June 24, 2013 (r)#page2.tif source=PSN-RCK US IP Assignment June 24, 2013 (r)#page3.tif source=PSN-RCK US IP Assignment June 24, 2013 (r)#page4.tif source=PSN-RCK US IP Assignment June 24, 2013 (r)#page5.tif	

U.S. INTELLECTUAL PROPERTY ASSIGNMENT

This U.S. Intellectual Property Assignment (this "Assignment"), dated as of June 27th, 2013, is entered into by and between Poseidon Concepts Limited Partnership, a limited partnership formed under the laws of the Province of Alberta, having its principal place of business at 1200, 645 Seventh Avenue S.W., Calgary, Alberta T2P 4G8 (the "Assignor"), and MWS Tanks, LLC, a limited liability company formed under the laws of the State of Delaware, having its principal place of business at 2800 Post Oak Blvd #4500, Houston, Texas 77056 (the "Assignee").

WHEREAS, the Assignor and the Assignee and the other parties party thereto have entered into that certain Asset Purchase Agreement dated as of May 24, 2013, as amended by that certain side letter agreement dated as of June 4, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to the Intellectual Property, including the patents and patent applications set forth on the attached Schedule 1 (collectively, the "Patents"), trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule 2 (collectively, the "Trademarks"), and the Internet domain names set forth on the attached Schedule 3 and all sublevels of such Internet domain names (collectively, the "Domain Names"), and the Assignee has agreed to acquire all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. **Definitions.** Defined terms used in this Assignment have the meanings given to them in the Purchase Agreement unless otherwise expressly defined in this Assignment.

2. **Assignment.** The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Intellectual Property, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Intellectual Property, including without limitation the goodwill of the businesses connected to the use of any of the Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. **Recordation.** The Assignor authorizes and requests the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Authority, to record the Assignee as owner of the Patents, Trademarks, and Domain Names and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

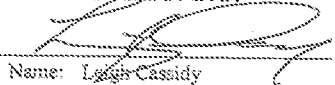
4. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Intellectual Property) known to it with respect to the Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of its obligations set forth in this Assignment.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment is executed in connection with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Intellectual Property.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

[Remainder of page intentionally left blank, signature pages follow]

POSEIDON CONCEPTS LIMITED
PARTNERSHIP by its general partner
POSEIDON CONCEPTS LTD.

By: 
Name: Leigh Cassidy
Title: Consultant

MWS TANKS, LLC

By: _____
Name: David Nightingale
Title: Chief Executive Officer

TRADEMARK

REEL: 005271 FRAME: 0010

POSEIDON CONCEPTS LIMITED
PARTNERSHIP by its general partner POSEIDON
CONCEPTS LTD.

By: _____

Name: Leigh Cassidy

Title: Consultant

MWS TANKS, LLC

By:  _____

Name: David Nightingale

Title: Chief Executive Officer

Schedule 2

Trademarks

<i>Trademark</i>	<i>Filing Date</i>	<i>Serial No.</i>
POSEIDON CONCEPTS	May 29, 2012	85637513
POSEIDON CONCEPTS & DESIGN	May 29, 2012	85637520
POSEIDON	May 29, 2012	85637500
TRITON	May 29, 2012	85637527
ATLANTIS	May 29, 2012	85637482
NEPTUNE	May 29, 2012	85637486
ODYSSEY	May 29, 2012	85637493
VOLCANO	May 29, 2012	85637539