

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306800

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|---|--|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heckmann Water Resources Corporation | | 06/05/2014 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Nuverra Environmental Solutions, Inc. | | |
| Street Address: | 300 Cherrington Parkway | | |
| Internal Address: | Suite 200 | | |
| City: | Coraopolis | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15108 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4070138 | HWR HECKMANN WATER RESOURCES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6022538129 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 602.528.4000 | | |
| Email: | phxip@squirepb.com | | |
| Correspondent Name: | Squire Patton Boggs (US) LLP | | |
| Address Line 1: | 1 E. Washington Street, Suite 2700 | | |
| Address Line 4: | Phoenix, ARIZONA 85004 | | |
| ATTORNEY DOCKET NUMBER: | 111448.00016 | | |
| NAME OF SUBMITTER: | Cammie R. Teems | | |
| SIGNATURE: | /Cammie R. Teems/ | | |
| DATE SIGNED: | 06/05/2014 | | |
| Total Attachments: 2 | | | |
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| source=Trademark Assignment#page2.tif | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of 6/5/14 (the "Effective Date") by and between **Heckmann Water Resources Corporation**, a Texas corporation, with a business address of 350 N. Saint Paul Street, Dallas, Texas 75206 ("Assignor"), and **Nuverra Environmental Solutions, Inc.**, a Delaware corporation, with a business address of 300 Cherrington Parkway, Suite 200, Coraopolis, Pennsylvania 15108 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark and associated registration listed in Exhibit A (the "Mark").

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the Mark, including any and all goodwill relating thereto, in the United States of America and its territories and possessions (the "Territory").

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

1. **Assignment.** Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Mark in the Territory, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.

2. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona, but excluding the conflicts of laws principles thereof.

3. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Heckmann Water Resources Corporation


By: Sean D. Hawkins

Name: Sean D. Hawkins

Title: Vice President

EXHIBIT A

MARK

| MARK | COUNTRY | REG. NUMBER |
|---|---------------|-------------|
|  | United States | 4,070,138 |