

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Drilling Solutions, L.L.C.		06/26/2014	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Terra Environmental Solutions, LLC		
Street Address:	15487 Pin Oak Drive		
City:	Conroe		
State/Country:	TEXAS		
Postal Code:	77384		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4535778		
Registration Number:	4535867		
Serial Number:	85866525	ENVIRONMENTAL DRILLING SOLUTIONS	
Serial Number:	85892903	ENVIRONMENTAL DRILLING SOLUTIONS WASTE R	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<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:	7132261200		
Email:	tevenbly@lockelord.com		
Correspondent Name:	D. BRIT NELSON, ESQ./ LOCKE LORD LLP		
Address Line 1:	600 TRAVIS, SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	0027221-00009		
NAME OF SUBMITTER:	D. Brit Nelson		
SIGNATURE:	/Brit Nelson/		
DATE SIGNED:	07/28/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(Registered Marks)

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”) is made effective as of June 26, 2014 (“Effective Date”), by and between Environmental Drilling Solutions, L.L.C., a Louisiana limited liability company (“ASSIGNOR”), and Terra Environmental Solutions, LLC, a Delaware limited liability company (“ASSIGNEE”) (collectively, the ASSIGNOR and the ASSIGNEE are referred to herein as the “Parties”).

WHEREAS, ASSIGNOR is the owner of the registered trademarks and service marks listed in Exhibit A (collectively, the “Registered Marks”);

WHEREAS ASSIGNOR and ASSIGNEE have entered into that certain agreement between them entitled, “ASSET PURCHASE AND SALE AGREEMENT” having an effective date of June 26, 2014 (the “Purchase Agreement”), as well as that certain Bill of Sale and Assignment having an effective date of June 26, 2014 (the “Bill of Sale”), whereby ASSIGNEE is purchasing certain assets and properties, including the Registered Marks, of ASSIGNOR; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, and otherwise ratify the acquisition and possession of the Registered Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Registered Marks, together with all goodwill associated with such Registered Marks; all registrations and applications therefor, in the United States and in all foreign countries or jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries or jurisdictions, now or hereafter in effect, for ASSIGNEE’s own use and enjoyment, and for the use and enjoyment of ASSIGNEE’s successors, assigns or other legal representatives; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer and assignment had not been made;

AND ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to record ASSIGNEE as the assignee and owner of the Registered Marks;

AND ASSIGNOR hereby represents, warrants and covenants that ASSIGNOR has the full right to convey the interest herein assigned, that ASSIGNOR has not executed and will not

execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND ASSIGNOR further covenants and agrees that ASSIGNOR will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for ASSIGNEE, its successors and assigns, may be required or necessary more effectively to secure to and vest in ASSIGNEE, its successors and assigns the Registered Marks;

AND ASSIGNOR further covenants and agrees that ASSIGNOR will at any time upon request communicate to the ASSIGNEE, its successors, assigns or other legal representatives any facts relating to the Registered Marks known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

ASSIGNOR and ASSIGNEE acknowledge that this Assignment is subject to the terms and conditions of the Purchase Agreement and the Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this assignment on the date(s) given below.

ASSIGNOR:

ENVIRONMENTAL DRILLING
SOLUTIONS, L.L.C.

ASSIGNEE:

TERRA ENVIRONMENTAL
SOLUTIONS, LLC

By: J. Bryan Carlier
Name: J. Bryan Carlier
Title: CEO
Date: 6/25/14

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this assignment on the date(s) given below.

ASSIGNOR:

ENVIRONMENTAL DRILLING
SOLUTIONS, L.L.C.

By: _____

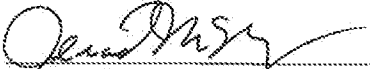
Name: _____

Title: _____

Date: _____

ASSIGNEE:

TERRA ENVIRONMENTAL
SOLUTIONS, LLC

By:  _____

Name: JERAD McMANIS

Title: MANAGER

Date: _____

EXHIBIT A
REGISTERED MARKS

See attached.

Trademark Portfolio		Environmental Drilling Solutions, LLC				
Client:	Environmental Drilling Solutions, LLC					
Mark	App. SN	File date	Reg. No.	Issue Date	Comments	
EDS Triangle design only	85866541	03/04/13	4535778	05/27/14	Status: registration issued. Sec. 8 declaration filing window opens 05/27/2019	
Leaf footprint design only	85886048	03/25/13	4535867	05/27/14	Status: registration issued. Sec. 8 declaration filing window opens 05/27/2019	
ENVIRONMENTAL DRILLING SOLUTIONS + triangle design	85866525	03/04/13	NA	NA	Status: pending. Office Action issued 01/10/2014, response deadline 07/10/2014	
ENVIRONMENTAL DRILLING SOLUTIONS WASTE REDUCTION & RECYCLING + triangle design	85892903	04/02/13	NA	NA	Status: pending. Office Action issued 01/10/2014, response deadline 07/10/2014	