

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rockwater Energy Solutions, Inc.		03/09/2015	CORPORATION: DELAWARE
Benchmark Energy Products, LLC		03/09/2015	LIMITED LIABILITY COMPANY: TEXAS
Benchmark Performance Group, Inc.		03/09/2015	CORPORATION: TEXAS
Benchmark Research & Technology, LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Reef Services, LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Rockwater Energy Solutions Water Management, LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Rockwater Rockies, LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Rockwater West TX, LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Technology Management, LLC		03/09/2015	LIMITED LIABILITY COMPANY: OKLAHOMA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 W. WT Harris Blvd., Mail Stop NC0680
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3118055	GREENSKEEPER
Registration Number:	3036737	GREENLITE
Registration Number:	3088579	GREENSWEEP
Registration Number:	3062236	BENCHMARK
Registration Number:	3048842	BENCHMARK

OP \$865.00 3118055

Property Type	Number	Word Mark
Registration Number:	3062237	
Registration Number:	3482452	BDS
Registration Number:	3500853	BDS
Registration Number:	3352297	BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3500852	BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3352298	BDS BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3482454	BDS
Registration Number:	3491454	BDS
Registration Number:	3026970	NO LIMITS - KNOW HOW
Registration Number:	3040266	CHEMICAL SERVICES - CHEMICAL SOLUTIONS
Registration Number:	3040265	SLURRYSERVICE
Registration Number:	3034472	SLURRYWATCH
Serial Number:	85308274	WP&D WESTERN PUMP & DREDGE
Serial Number:	85308250	WP&D
Serial Number:	85308292	OIL FIELD CLASS
Serial Number:	85308300	WP&D FRAC SUPPORT
Registration Number:	4662497	ROCKWATER
Registration Number:	1696955	WESTMONT
Registration Number:	4475810	HIGHWAY TO ZERO H2O
Registration Number:	4144244	INCREASING PRODUCTION, REDUCING YOUR FOO
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
Registration Number:	1435940	FAS-LINE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 713-223-2300

Email: traci.landgraf@bglp.com

Correspondent Name: Bracewell & Giuliani, LLP

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208

ATTORNEY DOCKET NUMBER:	088599.000060
NAME OF SUBMITTER:	Traci Landgraf
SIGNATURE:	/constance g. rhebergen/
DATE SIGNED:	05/05/2015

Total Attachments: 19

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**AMENDED AND RESTATED US PATENT AND TRADEMARK SECURITY
AGREEMENT**

This Amended and Restated US Patent and Trademark Security Agreement dated as of March 9, 2015 (this "Patent and Trademark Security Agreement") is made by and among Rockwater Energy Solutions, Inc., a Delaware corporation ("US Borrower"), Benchmark Energy Products, LLC, a Texas limited liability company ("BEP"), Benchmark Performance Group, Inc., a Texas corporation ("BPG"), Benchmark Research & Technology, LLC, a Delaware limited liability company ("BR&T"), Reef Services, LLC, a Delaware limited liability company ("RSLLC"), Rockwater Energy Solutions Water Management, LLC, a Delaware limited liability company ("RESWM"), Rockwater Rockies, LLC, a Delaware limited liability company ("Rockies"), Rockwater West TX, LLC, a Delaware limited liability company ("West TX"), and Technology Management, L.L.C., an Oklahoma limited liability company ("Tech Mgmt"; together with the US Borrower, BEP, BPG, BR&T, RSLLC, RESWM, Rockies and West TX, each a "Grantor" and, collectively, the "Grantors"), and Wells Fargo Bank, National Association, as administrative agent for the US Lenders (as defined below)(in such capacity, the "US Administrative Agent").

Preliminary Statement

WHEREAS, US Borrower and the US Administrative Agent have previously entered into that certain Credit Agreement dated as of June 1, 2011, among US Borrower, Rockwater Energy Solutions Canada, Inc. (formerly known as EnerMAX Services Inc.), a corporation amalgamated under the laws of the Province of Alberta, Canada and a wholly owned subsidiary of the US Borrower (the "Canadian Borrower"; and together with the US Borrower, collectively, the "Borrowers"), the lenders party thereto from time to time providing the Canadian Facility referenced and defined therein (the "Canadian Lenders"), the lenders party thereto from time to time providing the US Facility referenced and defined therein (the "Existing US Lenders"), the US Administrative Agent, Wells Fargo Bank, National Association, as swing line lender (in such capacity, the "US Swingline Lender") and issuing lender (in such capacity, the "US Issuing Lender"), and HSBC Bank Canada, as administrative agent for the Canadian Lenders (in such capacity, the "Canadian Administrative Agent"; and together with the US Administrative Agent, collectively, the "Administrative Agents") and issuing lender (in such capacity, the "Canadian Issuing Lender"; and together with the US Issuing Lender, collectively, the "Issuing Lenders"))(as heretofore amended, supplemented, or otherwise modified, the "Existing Credit Agreement").

WHEREAS, to secure their obligations arising under or pursuant to the Existing Credit Agreement, certain subsidiaries of the US Borrower entered into (i) that certain US Patent and Trademark Security Agreement dated as of June 1, 2011, among BPG, Benchmark Distribution Services, LLC, a Texas limited liability company, BEP, Benchmark Administrative Services, LLC, a Texas limited liability company, BR&T, BRT Management, LLC, a Texas limited liability company, TerraMark, LLC, a Texas limited liability company ("TerraMark"), Cooper Smith, Inc., a Colorado corporation (now known as TerraMark), Reef Services Holdings, Inc., a Delaware corporation, and RSLLC, collectively as grantors thereunder, and US Administrative Agent, filed with the US Patent and Trademark Office on July 20, 2011 at Reel 26622, Frame 0239 and at Reel 4587, Frame 846, (ii) that certain US Patent and Trademark Security Agreement dated as of December 16, 2011 between Western LCM, Inc. (now known as Rockwater Northeast, LLC, a Delaware limited liability company) and US Administrative Agent,

filed with the US Patent and Trademark Office on March 8, 2012 at Reel 4733, Frame 0297, and (iii) that certain US Patent and Trademark Security Agreement dated as of October 12, 2012 between MWS Tanks, LLC and US Administrative Agent, filed with the US Patent and Trademark Office on December 12, 2013 at Reel 31815, Frame 0153 (collectively, the "Existing Patent and Trademark Security Agreements").

WHEREAS, the Borrowers, the Administrative Agents, the US Swingline Lender, the Issuing Lenders, the Canadian Lenders, and certain of the Existing US Lenders (the "US Lenders") have agreed to amend and restate the Existing Credit Agreement pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be further amended, restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

WHEREAS, pursuant to the terms of that certain US Pledge and Security Agreement dated as of June 1, 2011 (as heretofore amended and as the same may be amended and otherwise modified from time to time, including without limitation by that certain Reaffirmation of US Guaranty and Security Instruments dated as of the date hereof, the "US Pledge and Security Agreement") among the grantors party thereto from time to time (the "US Pledge and Security Grantors") in favor of US Administrative Agent for the ratable benefit of the Secured Parties, the US Pledge and Security Grantors have granted a security interest in the Collateral, as such term is defined in the US Pledge and Security Agreement, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral (each as defined in the US Pledge and Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Credit Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby (i) agrees that the Existing Patent and Trademark Security Agreements are hereby amended and restated in their entirety as set forth herein, and (ii) confirms it has previously granted, and hereby grants to the US Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto,

and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and

(c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of any Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon any Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to US Administrative Agent for the ratable benefit of the Secured Parties pursuant to the US Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the US Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

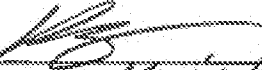
This Patent and Trademark Security Agreement is an amendment and restatement of the Existing Patent and Trademark Security Agreements and supersedes the Existing Patent and Trademark Security Agreements in their entirety; provided, however, that (i) the execution and delivery of this Patent and Trademark Security Agreement shall not effect a novation of the Existing Patent and Trademark Security Agreements but shall be, to the fullest extent applicable, in modification, renewal, confirmation and extension of such Existing Patent and Trademark Security Agreements, and (ii) the liens, security interests and other interests in the collateral as described in the Existing Patent and Trademark Security Agreements (collectively, the "Original Collateral") granted under the Existing Patent and Trademark Security Agreements are and shall remain legal, valid, binding and enforceable with regard to such Original Collateral. Each Grantor that is a party to the Existing Patent and Trademark Security Agreements hereby acknowledges and confirms the continuing existence and effectiveness of such liens, security interests and other interests in the Original Collateral granted under the Existing Patent and Trademark Security Agreements, and further agrees that the execution and delivery of this Patent and Trademark Security Agreement and the other Credit Documents shall not in any way release, diminish, impair, reduce or otherwise affect such liens, security interests and other interests in the Original Collateral granted under any of the Existing Patent and Trademark Security Agreements.

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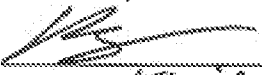
IN WITNESS WHEREOF, the US Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

ROCKWATER ENERGY SOLUTIONS, INC.

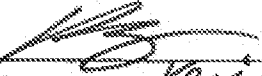
By: 
Name: Kevin Blodgett
Title: SECRETARY

**BENCHMARK ENERGY PRODUCTS, LLC
BENCHMARK PERFORMANCE GROUP, INC.
BENCHMARK RESEARCH & TECHNOLOGY, LLC
REEF SERVICES, LLC**

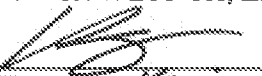
Each by: 
Name: Kevin Blodgett
Title: SECRETARY

TECHNOLOGY MANAGEMENT, L.L.C.

By: Reef Services, LLC, its sole manager

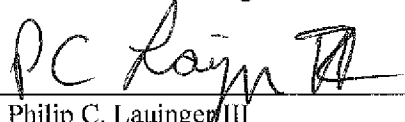
By: 
Name: Kevin Blodgett
Title: SECRETARY

**ROCKWATER ENERGY SOLUTIONS
WATER MANAGEMENT, LLC
ROCKWATER ROCKIES, LLC
ROCKWATER WEST TX, LLC**

Each by: 
Name: Kevin Blodgett
Title: SECRETARY

US ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as US Administrative Agent**

By: 
Name: Philip C. Lauinger III
Title: Managing Director

Schedule I

INTELLECTUAL PROPERTY COLLATERAL

ITEM A – PATENT COLLATERAL

Issued Patents – Benchmark Entities

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Benchmark Research & Technology, LLC	US	6,171,386 B1	1/9/2001	Freddie Lynn Sabins	Cementing Compositions, A Method of Making Therefor, and A Method for Cementing Wells
Benchmark Research & Technology, LLC	US	6,251,838 B1	6/26/2001	Ralph Moorhouse Gong Chen	Suspended Delayed Borate Cross Linkers
Benchmark Research & Technology, LLC	US	6,225,264 B1	5/1/2001	Ralph Moorhouse Gong Chen	Suspended Delayed Borate Cross Linkers
Benchmark Research & Technology, LLC	US	6,737,386 B1	5/18/2004	Ralph Moorhouse Les Matthews	An Aqueous Based Zirconium Cross-Linked Guar Fracturing Fluid and a Method of Making and use Therefore
Benchmark Research & Technology, LLC	US	6,818,597	11/16/2004	Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
Benchmark Research & Technology, LLC	Canada	CA 2,453,293	6/8/2010	Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
Benchmark Research & Technology, LLC	US	6,743,756	6/1/2004	Frank Harris	Suspensions of Particles in Non-Aqueous Solvents
Benchmark Research & Technology, LLC	US	7,084,096 B2	8/1/2006	David N. Harry Frank Harris Xiaoping Qiu	Suspension of Borates in Non-Aqueous Solvents and Use Thereof
Benchmark Research & Technology, LLC	US	7,671,753	3/2/2010	Wayne Kinsey Michael Miller Howard Harry Randy Dixon	Slurry Monitoring System and Method

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Benchmark Performance Group, Inc.	US	7,879,771	5/20/2008 Assigned to Benchmark 2/1/2011	Derek Vaughn Robert Duncan David Harry Dennis Williams	Non-flammable, non-aqueous group IVB metal alkoxide crosslinkers and fracturing fluid compositions incorporating same
Benchmark Energy Products, LLC	US	7,790,774 B1	9/7/2010	Wayne Kinsey David Harry Randy Dixon Fati Malekahmadi Keith Dismuke	Preparation of Guar Suspension from Guar Splits

Issued Co-owned Patents – Benchmark Entities

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Benchmark Research & Technology, LLC	US	5,614,475	3/25/1997	Ralph Moorhouse Ian W. Cottrell David N. Harry Les Matthews	Carboxyalkyl Substituted Polygalactomannan Fracturing Fluids
Benchmark Research & Technology, LLC	US	5,697,444	12/16/1997	Ralph Moorhouse Ian W. Cottrell David N. Harry Les Matthews	Carboxyalkyl Substituted Polygalactomannan Fracturing Fluids

Issued Patents – Reef Entities

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Reef Services, LLC	US	7,153,436	12/26/2006	Patrick W. Bair Charlynn Bair	Method for Enhancing Cyclonic Vessel Efficiency with Polymeric Additives

Issued Patents – Rockwater Entities



Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Rockwater Energy Solutions Water Management, LLC	CA	2,692,016	07/19/2011	Cliff Wiebe	Container Fastening Assembly
Rockwater Energy Solutions Water Management, LLC	RU	2,498,932	11/20/2013	Cliff Wiebe	Container Fastening Assembly

Patent Applications – Rockwater Entities

Grantor	Country	Patent No.	Issue Date	Inventor(s)	Title
Benchmark Performance Group, Inc.	US	2013/0244913	Pending	L. Jack Mayberry Fati Malekahmadi David N. Harry	Composition and Method of Converting a Fluid from Oil External to Water External for Cleaning a Wellbore
Rockwater Energy Solutions, Inc.	US	14/039,510	Pending	David N. Harry Fati Malekahmadi Christopher Gallagher	Hydraulic Fracturing Method and Fluid Including In-Situ Boron-Laden Produced Waters
Rockwater Energy Solutions, Inc.	AU	2014227550	Pending	David N. Harry Fati Malekahmadi Christopher Gallagher	Hydraulic Fracturing Fluid Including In-Situ Boron-Laden Produced Waters
Rockwater Energy Solutions, Inc.	CA	2,864,203	Pending	David N. Harry Fati Malekahmadi Christopher Gallagher	Hydraulic Fracturing Fluid Including In-Situ Boron-Laden Produced Waters
Rockwater Energy Solutions, Inc.	US	62/092,555	Pending	Biren Kumar	Tank Sensor Array
Rockwater Energy Solutions Water Management, LLC	CA	2,742,185	Pending	Cliff Wiebe	Container Cover
Rockwater Energy Solutions Water Management, LLC	US	14/140,034	Pending	Cliff Wiebe	Container Fastening Assembly
Rockwater Energy Solutions Water Management, LLC	PCT	PCT/CA10/001985	Pending	Cliff Wiebe	Container Fastening Assembly

ITEM B – TRADEMARK COLLATERAL

Benchmark Entities


Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Benchmark Performance Group, Inc.	3,118,055	GreensKeeper (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, guar based polymer slurries for use in hydraulic fracturing fluids.
Benchmark Performance Group, Inc.	3,036,737	GreenLite (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, guar based polymer slurries for use in hydraulic fracturing fluids.
Benchmark Performance Group, Inc.	3,088,579	GreenSweep (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, guar based polymer slurries for use in hydraulic fracturing fluids.
Benchmark Performance Group, Inc.	3,062,236	 Benchmark & Design (Stylized and/or with design)	Chemicals used in oil well drilling; chemicals for use in the manufacture of a wide variety of goods; Distributorship services in the field of industrial and oil drilling chemicals and chemical compounds; Custom manufacture of industrial and oil drilling chemicals and chemical compounds.
Benchmark Performance Group, Inc.	3,048,842	Benchmark (Standard characters, without claim to any particular font, style, size or color)	Chemicals used in oil well drilling; chemicals for use in the manufacture of a wide variety of goods. Distributorship services in the field of industrial and oil drilling chemicals and chemical compounds. Custom manufacture of industrial and oil drilling chemicals and chemical compounds.
Benchmark Performance Group, Inc.	3,062,237	 Design Mark	Manufacture, sale and distribution of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications.

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Benchmark Performance Group, Inc.	3,482,452	BDS (Standard characters, without claim to any particular font, style, size or color)	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, transportation services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment ; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers. (As amended)
Benchmark Performance Group, Inc.	3,500,853	BDS (Standard characters, without claim to any particular font, style, size or color)	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely, purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.
Benchmark Performance Group, Inc.	3,352,297	Benchmark Distribution Services (Standard characters, without claim to any particular font, style, size or color)	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight by truck or van; warehousing services; transportation services, namely, transport of goods; distribution services, namely delivery of raw materials, finished goods and other freight, in Class 39
Benchmark Performance Group, Inc.	3,500,852	Benchmark Distribution Services (Standard characters, without claim to any particular font, style, size or color)	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely, purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Benchmark Performance Group, Inc.	3,352,298	 <p>BDS Benchmark Distribution Services & Design (Stylized and/or with design)</p>	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, transportation services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment ; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers.
Benchmark Performance Group, Inc.	3,482,454	 <p>BDS & Design (Stylized and/or with design)</p>	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, transportation services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment ; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers. (As amended)
Benchmark Performance Group, Inc.	3,491,454	 <p>BDS & Design (Stylized and/or with design)</p>	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore, for others.

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Benchmark Performance Group, Inc.	3,026,970	No Limits-Know How (Standard characters, without claim to any particular font, style, size or color)	Distributorship services featuring commodity and specialty chemicals and compounds for oilfield and industrial uses and applications; Warehousing services, namely, storage, distribution, pickup and packing for shipment of commodity and specialty chemicals and compounds for oilfield and industrial use and application for others; Manufacture of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications to the order or specification of others.
Benchmark Performance Group, Inc.	3,040,266	Chemical Services-Chemical Solutions (Standard characters, without claim to any particular font, style, size or color)	Distributorship services featuring commodity and specialty chemicals and compounds for oilfield and industrial uses and applications; Manufacture of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications to the order or specification of others.
Benchmark Performance Group, Inc.	3,040,265	SlurryService (Standard characters, without claim to any particular font, style, size or color)	Installation services, namely, the turn-key fabrication and installation of tanks, containment systems, pumps, mixers and other equipment necessary for the on-site storage of polymer slurries at oilfield services and pressure pumping companies; Delivery and re-supply of polymer slurries to oilfield services and pressure pumping companies.
Benchmark Performance Group, Inc.	3,034,472	SlurryWatch (Standard characters, without claim to any particular font, style, size or color)	Remote monitoring and control of systems and other equipment necessary for the on-site storage of polymer slurries that have been delivered to oilfield services and pressure pumping companies, namely pumps, valves, compressors, mixers, tanks and containment systems; remote monitoring of the slurry containment systems of others to measure and report product volume, product temperature, viscosity, mixing and transfer rates and detect and report system leaks and equipment failures.


Rockwater Entities


Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Rockwater Rockies, LLC	85308274		<p>IC 011. US 013 021 023 031 034. G & S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G & S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G & S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G & S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Rockwater Rockies, LLC	85308250	WP&D	<p>IC 011. US 013 021 023 031 034. G & S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G & S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G & S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G & S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>

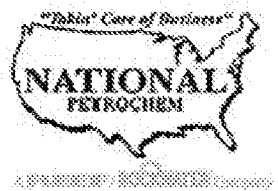
Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Rockwater Rockies, LLC	85308292	OIL FIELD CLASS	<p>IC 011. US 013 021 023 031 034. G & S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G & S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G & S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G & S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Rockwater Rockies, LLC	85308300	WP&D FRAC SUPPORT	<p>IC 011. US 013 021 023 031 034. G & S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G & S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G & S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G & S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>
Rockwater Energy Solutions, Inc.	4,662,497	rockwater	<p>Class: 001 (ACTIVE) Chemical additives for fracturing fluid for use in oil and gas wells; Chemicals for oil and gas well stimulation; Chemicals used in oil and gas well production; Chemicals for the treatment of water and wastewater</p> <p>Class: 006 (ACTIVE) Metal fluid storage tanks</p> <p>Class: 040 (ACTIVE) Oil and gas well treatment; Sustainable on-site water recycling and wastewater treatment services</p>

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Rockwater Energy Solutions, Inc.	1696955 (pending)	rockwater	Class: 001 (ACTIVE) Chemical additives for fracturing fluid for use in oil and gas wells; Chemicals for oil and gas well stimulation; Chemicals used in oil and gas well production; Chemicals for the treatment of water and wastewater Class: 006 (ACTIVE) Metal fluid storage tanks Class: 040 (ACTIVE) Oil and gas well treatment; Sustainable on-site water recycling and wastewater treatment services
Rockwater Energy Solutions, Inc.	4,475,810		Class: 035 (ACTIVE) Promoting public awareness of the importance of safety
Rockwater Energy Solutions, Inc.	4,144,244	Increasing Production, Reducing your footprint.	Class: 037 (ACTIVE) Oil and gas drilling, completion, fracturing and stimulation services Class: 040 (ACTIVE) Oil and gas production services
Rockwater Energy Solutions Water Management, LLC	85637513	Poseidon Concepts	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems
Rockwater Energy Solutions Water Management, LLC	85637520	Poseidon Concepts and design	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems
Rockwater Energy Solutions Water Management, LLC	85637500	Poseidon	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems
Rockwater Energy Solutions Water Management, LLC	85637527	Triton	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems

Grantor	Registration No.	Trademarks/Service Marks	Goods or Services
Rockwater Energy Solutions Water Management, LLC	85637482	Atlantis	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems
Rockwater Energy Solutions Water Management, LLC	85637486	Neptune	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems
Rockwater Energy Solutions Water Management, LLC	85637495	Odyssey	Metal fluid storage tanks; fluid heating systems; fracture fluid treating systems for use in the oil and gas industry; fluid handling systems
Rockwater Energy Solutions Water Management, LLC	85637539	Volcano	Metal fracture fluid storage tanks for use in the oil and gas industry; fracture fluid heating systems for use in the oil and gas industry; fracture fluid treating systems for use in the oil and gas industry; fracture fluid handling systems for use in the oil and gas industry
Rockwater West TX, LLC	1,435,940		Class: 037 (ACTIVE) RENTING, LAYING, AND RETRIEVING OF FLEXIBLE PIPELINE, PRIMARILY FOR USE IN OIL FIELD OPERATIONS

Reef Services Entities

Grantor	Registration No.	Trademarks/Services Marks	Goods or Services
Technology Management, LLC	12181695 (registered only with the State of Oklahoma – expires 5/13/2018)	NATIONAL PETROCHEM 	Treating chemicals used by oil & natural gas producers, transporters and processors