

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KEYSTONE AIR & DRILL SUPPLY CO.		07/31/2015	CORPORATION: DELAWARE
KEYSTONE DRILL SERVICES, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
STOCKMALE MINE SUPPLY, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYSTONE DRILL SERVICES, INC.		
<b>Street Address:</b>	184 ALISA STREET		
<b>City:</b>	SOMERSET		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15501		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2649016	KEYSTONE DRILL SERVICES	
<b>Registration Number:</b>	2624582	KEYSTONE DRILL SERVICES INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091845		
<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>			
<b>Phone:</b>	4122974900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	COHEN & GRIGSBY, P.C.		
<b>Address Line 1:</b>	625 LIBERTY AVENUE		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15222-3152		
<b>NAME OF SUBMITTER:</b>	Frederick L. Tolhurst		
<b>SIGNATURE:</b>	/Frederick L. Tolhurst/		
<b>DATE SIGNED:</b>	07/31/2015		

CH \$65.00 2649016

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of July 31, 2015, is among KEYSTONE AIR & DRILL SUPPLY CO., a Delaware corporation (“**KADSCO**”), KEYSTONE DRILL SERVICES, LLC, a Delaware limited liability company (“**Keystone**”), and STOCKDALE MINE SUPPLY, LLC, a Delaware limited liability company (“**Stockdale**” and together with KADSCO and Keystone, collectively the “**Sellers**” and each a “**Seller**”), and KEYSTONE DRILL SERVICES, INC., a Pennsylvania corporation (the “**Buyer**”).

Pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of July 31, 2015 among the Sellers and the Buyer (the “**Purchase Agreement**”), the Sellers have agreed to sell, transfer, convey, assign and deliver to the Buyer, and the Buyer has agreed to acquire and accept, all of each Seller’s rights, title and interest in and to the Assets, including without limitation the Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises, and in connection with the Sellers’ sale, transfer, conveyance, assignment and delivery of the Assets to the Buyer by an instrument of even date herewith, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Seller hereby sells, assigns, transfers and sets over to the Buyer all of its rights, title and interest in and to the Intellectual Property, including without limitation US Trademark Registration Nos. 2649016 and 2624582, together with the goodwill of the Business in connection with which the Intellectual Property is used, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, and all rights to file for, maintain, renew and extend registrations for the Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Each Seller will provide to the Buyer, its successors, assigns or other legal representatives, at the Buyer’s sole cost and expense, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation) in the implementation or perfection of this Agreement.

In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

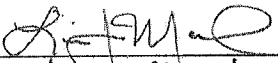
This Agreement will be governed by and construed and enforced in accordance with laws of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this

Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

**KEYSTONE AIR & DRILL SUPPLY CO.**

By:   
Name: Lee J. Manahan  
Title: President

**KEYSTONE DRILL SERVICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STOCKDALE MINE SUPPLY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KEYSTONE DRILL SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

**KEYSTONE AIR & DRILL SUPPLY CO.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KEYSTONE DRILL SERVICES, LLC**

By: Thomas A. Walker  
Name: Thomas A. Walker  
Title: President

**STOCKDALE MINE SUPPLY, LLC**

By: Stephen Means  
Name: Stephen Means  
Title: President

**KEYSTONE DRILL SERVICES, INC.**

By: Thomas A. Walker  
Name: Thomas A. Walker  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]