

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361833

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Mexico Co-Investment Partners, L.P.		10/26/2015	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earthstone International LLC		
<b>Street Address:</b>	1197 Parkway Drive		
<b>City:</b>	Santa Fe		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87507		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75977237	WE RUB THE EARTH THE RIGHT WAY	
<b>Serial Number:</b>	76090945	GRILLSTONE	
<b>Serial Number:</b>	76090946	BODYSTONE	
<b>Serial Number:</b>	76090950	ECOMAX	
<b>Serial Number:</b>	76207741	POWERSTONE	
<b>Serial Number:</b>	76417186	POWERSAND	
<b>Serial Number:</b>	76434393	EARTHSTONE GROWING CRYSTALS	
<b>Serial Number:</b>	78140570	POOLSTONE	
<b>Serial Number:</b>	78215883	QUIK SAND HANDI-BLOC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>	317-713-3412		
<b>Email:</b>	twhite@taftlaw.com		
<b>Correspondent Name:</b>	Tiffini Shaw-White, Paralegal		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		

OP \$240.00 75977237

<b>ATTORNEY DOCKET NUMBER:</b>	EAR07-GN001
<b>NAME OF SUBMITTER:</b>	Tiffini Shaw-White, Paralegal
<b>SIGNATURE:</b>	/ Tiffini Shaw-White, Paralegal /
<b>DATE SIGNED:</b>	11/10/2015
<b>Total Attachments: 3</b> source=Earthstone Intl Release of TM Sec Interests - N Mexico CIP 10.26.15#page1.tif source=Earthstone Intl Release of TM Sec Interests - N Mexico CIP 10.26.15#page2.tif source=Earthstone Intl Release of TM Sec Interests - N Mexico CIP 10.26.15#page3.tif	

## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of October 26, 2015 and granted by New Mexico Co-Investment Partners, L.P. (the "**Secured Party**"), in favor of Earthstone International LLC (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Security Agreement dated August 12, 2005 (the "**Security Agreement**"), the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3165, Frame 0804 on September 27, 2005; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party, its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

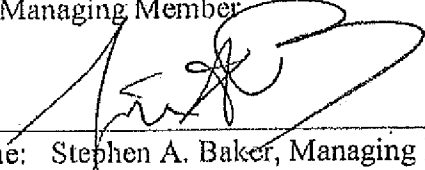
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**IN WITNESS WHEREOF**, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEW MEXICO CO-INVESTMENT  
PARTNERS, L.P. 50

By: Fort Washington Capital Partners, LLC  
Its: General Partner

By: Fort Washington Investment Advisors, Inc.  
Its: Managing Member

By:   
Name: Stephen A. Baker, Managing Director

By:   
Name: Michael R. Maeder, Vice President

Address for Notices: 303 Broadway, Suite 1200  
Cincinnati, OH 45202

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial #</b>	<b>Filing Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>	<b>Mark</b>
75977237	09/16/1997	2200002	10/27/1998	WE RUB THE EARTH THE RIGHT WAY
76090945	07/17/2000	2459853	06/21/2001	GRILLSTONE
76090946	07/17/2000	2889494	09/28/2004	BODYSTONE
76090950	07/17/2000	2541697	02/19/2002	ECOMAX
76207741	02/07/2001	2560393	04/09/2002	POWERSTONE
76417186	06/06/2002	2782957	11/11/2003	POWERSAND
76434393	07/23/2002	3036182	12/27/2005	EARTHSTONE GROWING CRYSTALS
78140570	07/02/2002	2719476	05/27/2003	POOLSTONE
78215883	02/18/2003	NONE		QUIK SAND HANDI-BLOC