

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GreenHunter Water LLC		05/05/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	FQ Disposal, LLC		
Street Address:	1679 S. Main Street		
City:	Keller		
State/Country:	TEXAS		
Postal Code:	76248		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4347406	FRAC-CYCLE	
Serial Number:	85828338	MAG PANEL	
Registration Number:	4593619	MAG TANK	
Registration Number:	4306901	TOTAL WATER MANAGEMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2147568279		
<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:	214-740-8633		
Email:	dadocket@lockelord.com		
Correspondent Name:	Mark R. Backofen		
Address Line 1:	2200 Ross Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Mark R. Backofen		
SIGNATURE:	/Mark R. Backofen/		
DATE SIGNED:	05/12/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Assignment of Trademark Registrations and Applications (this "Assignment") is effective as of the 5th day of May, 2016, by GreenHunter Water LLC, a Texas limited liability company having an address at 1048 Texan Trail, Grapevine, TX 76051 ("Assignor"), to FQ Disposal, LLC, a Delaware limited liability company, having an address at 1679 S. Main Street, Keller, TX 76248 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title, and interest in the marks, trademark registrations and trademark applications identified on Schedule A attached hereto, along with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated April 21, 2016 under which Assignor is required to assign the Patents to Assignee;

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

1. Grant, sell, assign, transfer, and convey unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
2. Covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas.
4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR:

GreenHunter Water LLC

By

Name

Title:

Kirk J. Troscian
Kirk J. Troscian
EVP & COO

AGREED AND ACCEPTED BY

ASSIGNEE:

FQ Disposal, LLC

By

Name

Title:

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

STATE OF TEXAS)

)

SS.:

COUNTY OF DALLAS)

On this 5th day of May, 2016, before me personally appeared Kirk J. Troscian having the title EVP & COO of GreenHunter Water LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and deed and for the purpose therein set forth.

Lorenza Olivares

Notary Public

My Commission Expires: 7/27/19

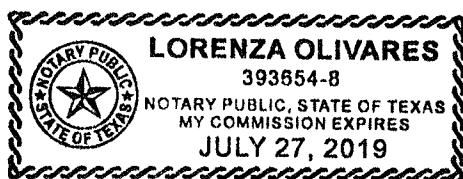


Exhibit A

Trademarks

Juris	Mark	App. No./ Reg. No.	Filing Date/ Reg. Date	Goods/Services
US	FRAC-CYCLE	85/415,819 4,347,406	9/6/2011 6/4/2013	(Int'l Class: 40) waste water treatment services
US	MAG PANEL	85/828,338 N/A	1/21/2013 N/A	(Int'l Class: 12) mobile storage tanks; portable tanks for oil exploration, portable tanks for oil production, portable water storage tanks, container tanks, tank containers and general purpose tanks, all in the nature of mobile storage tanks; mobile storage and portable storage tank parts, namely, tank panels (Int'l Class: 39) rental of portable tanks; rental of mobile storage and portable storage tank parts, namely, tank panels
US	MAG TANK	85/803,263 4,593,619	12/14/2012 8/26/2014	(Int'l Class: 12) mobile storage tanks; portable tanks for oil exploration, portable tanks for oil production, portable water storage tanks, container tanks, tank containers and general purpose tanks, all in the nature of mobile storage tanks (Int'l Class: 39) rental of portable tanks
US	TOTAL WATER MANAGEMENT SOLUTIONS	85/406,057 4,306,901	8/24/2013 3/19/2013	(Int'l Class: 40) waste water treatment services in the oil and gas industry