

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMS USA Holdings I Inc.		02/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EMS USA, Inc.		
Street Address:	2000 Bering Drive, Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3848233	EMS USA	
Registration Number:	3848234	EMS USA	
Registration Number:	3894737	EMS INTEGRITY MANAGEMENT SERVICES	
Registration Number:	4009654	EMS PIPELINE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<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:	3032231296		
Email:	khigginbotham@bhfs.com		
Correspondent Name:	Kacey L. Higginbotham		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Kacey L. Higginbotham		
SIGNATURE:	/kaceylhigginbotham/		
DATE SIGNED:	02/16/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the “Agreement”) is made to be effective the 15th day of February, 2017 by EMS USA Holdings I Inc., a corporation organized and existing under the laws of the state of Delaware and having its principal place of business as 2000 Bering Drive, Suite 600, Houston, Texas 77057 (“Assignor”), in favor of EMS USA, Inc., a corporation organized and existing under the laws of the state of Delaware and having its principal place of business at 2000 Bering Drive, Suite 600, Houston, Texas 77057 (“Assignee”).

RECITALS

WHEREAS, Assignor owns the trademarks set forth herein on Exhibit A and the goodwill associated with the marks (collectively, the “Trademarks”);

WHEREAS, Assignor desires to assign its entire right, title, and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee is desirous of obtaining the entire right, title, and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof.

2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

3. The parties may execute this Agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

4. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State

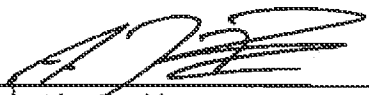
of Delaware applicable to contracts executed in and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement on and as of the day and year first above written.

ASSIGNOR:

EMS USA HOLDINGS I INC.,
a Delaware corporation

By: 
 Name: Alex Buehler
 Title: President and Chief Executive Officer

STATE OF TEXAS)
) ss.
 COUNTY OF Harris)

On February 15, 2017 before me, ~~EMUS~~ Cynthia Cicchetti Notary Public, personally appeared Alex Buehler, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 5/28/2017

Cynthia Cicchetti
 Notary

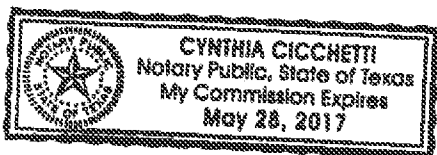


EXHIBIT A

Trademarks

Mark	Registration/ Application Number
	US Reg. 3848233
EMS USA	US Reg. 3848234
EMS INTEGRITY MANAGEMENT SERVICES	US Reg. 3894737
EMS PIPELINE SERVICES	US Reg. 4009654