

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WALTER USA, LLC		03/28/2017	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	VALCOOL, LLC		
Street Address:	11850 Tanner Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1960709	VALCOOL	
Registration Number:	2109112	VALTAP	
Registration Number:	1998331	VAL-U-ADD	
Registration Number:	1998330	VAL-U-CLEAN	
CORRESPONDENCE DATA			
Fax Number:	7136581921		
<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:	713-658-2323		
Email:	aguy@craincaton.com		
Correspondent Name:	James E Hudson III/ Crain Caton & James		
Address Line 1:	1401 McKinney Street		
Address Line 2:	Suite 1700		
Address Line 4:	Houston, TEXAS 77010		
NAME OF SUBMITTER:	James E Hudson III		
SIGNATURE:	/James E Hudson III/		
DATE SIGNED:	04/17/2017		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") made effective as of the 31st day of January, 2017, by WALTER USA, LLC, a Wisconsin limited liability company with its principal place of business at N22 W23855 Ridgeview Parkway West, Waukesha, Wisconsin 53188 ("Assignor"), to VALCOOL, LLC, a Delaware limited liability company with its principal place of business at 11850 Tanner Road, Houston, Texas 77041 ("Assignee").

RECITALS

Precision Fluids, Inc. ("Precision") and Assignor are parties to an Asset Purchase Agreement dated as of August 4, 2016 (the "Agreement"), pursuant to which Assignor has agreed to sell to Precision and Precision has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation certain trademarks. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Precision has requested that Assignor transfer and assign to Assignee, and Assignee has agreed to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the trademarks, both registered and at common law, in the United States, Canada and Mexico, listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks, both registered and at common law, in the United States, Canada and Mexico, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada or Mexico, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

WALTER USA, LLC

By: [Signature]
Muff Tanriverdi, President

VALCOOL, LLC

By: [Signature]
Jeffery Steinkirchner, President

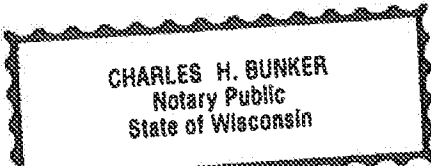
STATE OF WISCONSIN)

ss.:

COUNTY OF WAUKESHA)

On this 20 day of March 2017, before me, the undersigned authority, personally appeared Muff Tanriverdi, President of Walter USA, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) 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.



[Signature]
Notary Public

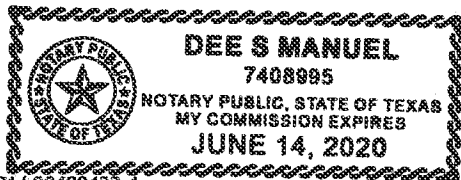
STATE OF TEXAS)

ss.:

COUNTY OF HARRIS)

On this 23rd day of April 2017, before me, the undersigned authority, personally appeared Jeff Steinkirchner, President of Valcool, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) 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



[Signature]
Notary Public

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SCHEDULE A

Trademarks

Mark	Country	Status	Appl. No.	Reg. No.	Goods
VALCOOL	Canada	Registered	816158	480951	4: Metal working fluids, cutting fluids.
VALCOOL	Mexico	Registered	266736	573163	1: Fluids for working metal, fluid for cutting.
VALCOOL	United States of America	Registered	74/430,468	1,960,709	4: Water soluble cutting fluids for use in industrial metal working.
VALTAP	Canada	Registered	837969	501246	17: Tapping compound for use in the metal working industry.
VALTAP	United States of America	Registered	75/195,882	2,109,112	4: Tapping compound for use in the metal working industry.
VAL-U-ADD	Canada	Registered	816156	480960	1: Metal working fluids in the metal working industry, cutting fluids, and additives for metal working fluids.
VAL-U-ADD	Mexico	Registered	266737	527683	1: Fluids for working metals and additives for fluids for working metals in industry or works for metal.
VAL-U-ADD	United States of America	Registered	74/736,997	1,998,331	1: Additives for use with metal working fluids in the metal working industry.
VAL-U-CLEAN	Canada	Registered	816159	480957	1: Metal working fluids in the metal working industry, cutting fluids, and additives for metal working fluids.
VAL-U-CLEAN	United States of America	Registered	74/736,996	1,998,330	3: Alkaline cleaning preparations for use in the metal working industry.