TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM426797

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seal Industries, Inc.		12/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PSC LDAR Services, LLC	
Street Address:	5151 San Felipe Street	
Internal Address:	Suite 1100	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77056-3608	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4635146	SEALTECH
Registration Number:	4222670	GUARDIAN COMPLIANCE

CORRESPONDENCE DATA

Fax Number: 8668949746

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.

Phone: 2128082700

Email: rizzosd@pepperlaw.com **Correspondent Name:** Pepper Hamilton LLP Address Line 1: 620 EIGHTH AVENUE

Address Line 2: 37TH FLOOR

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	142889.18
NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	05/09/2017

Total Attachments: 4

source=Seal - Trademark Assignment#page1.tif source=Seal - Trademark Assignment#page2.tif

> TRADEMARK **REEL: 006052 FRAME: 0888**

900405321

source=Seal - Trademark Assignment#page3.tif source=Seal - Trademark Assignment#page4.tif

> TRADEMARK REEL: 006052 FRAME: 0889

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), made effective as of December 30,

2016, nunc pro tunc, is by and between Seal Industries, Inc., a Delaware corporation

("Assignor"), and PSC LDAR Services, LLC, a Delaware limited liability company, having an

address of 5151 San Felipe Street, Suite 1100, Houston, Texas 77056-3608 ("Assignee" and

together with Assignor, the "Parties").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of

December 30, 2016, by and among others, Assignor, the Sellers listed on Schedule 1 attached

thereto, and Assignee (the "Agreement"), Assignor sold to Assignee and Assignee purchased

from Assignor substantially all the assets, and certain specified liabilities, of the Assignor subject

to the terms and conditions set forth in the Agreement;

WHEREAS, Assignor is the owner of trademarks identified in Schedule A (hereinafter,

the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and

interest in and to the Trademarks, together with all goodwill associated with the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the

Trademarks, together with all goodwill associated with the Trademarks and in and to any and all

Certificates of Registration of the United States and foreign countries that may be obtained

therefor.

NOW, THEREFORE, in consideration of the premises and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as

follows:

1. <u>Assignment</u>. Assignor hereby grants, assigns and conveys to Assignee all of its

right, title and interest in and to the Trademarks, together with all goodwill associated with the

Trademarks, and the right to sue and recover any damages and profits and all other remedies for

past, present and future infringements or violations thereof, if there may be any, the same to be

held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had

the sale, assignment, transfer and conveyance not been made.

2. <u>Title</u>. Assignor hereby represents and warrants that it has the full right to convey,

free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

18260257v.1

TRADEMARK
REEL: 006052 FRAME: 0890

- 3. <u>Cooperation</u>. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.
- 4. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.
- 5. <u>Entire Agreement</u>. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

[signature page follows]

-2-

IN WITNESS WHEREOF, the Parties have agreed to this Assignment as of the date first above written.

Seal Industries, Inc.	PSC LDAR Services, LLC
By: WYWIL- Name: WAIGHT OHKSTROM	By: Jettweed A. Stocks
Title: PRESIDENT	Title: Vice President
Date: 5/1 17	Date: May 1, .2017
STATE OF: New York) COUNTY OF: New York }	SS.
inc., a Delaware corporation to me known	, 2017, before me, a Notary Public, the undersigned for the form of Seal Industries, (or satisfactorily proven) to be the person named in acknowledged to me that he/she executed the same
	WITNESS my hand and official seal.
STATE OF: TEXAS)	EU A. BROOK
COUNTY OF: HARRIS)	SS. Notary Public, State of New York No. 019R6345692 Qualified in New York County Commission Expires August 1, 2029
officer, personally appeared <pre>Jeffrey A. S</pre> Services, LLC, a Delaware limited liability	company, to me known (or satisfactorily proven) to the above instrument, and acknowledged to me that arposes therein set forth.
	WITNESS my hand and official seal.
	THERESA MALLORY Notary Public, State of Texas My Commission Expires

18260257v.1

SCHEDULE A

Mark	Country	Int. Class	App. No.	Reg. No.	Status
SEALTECH	US	037, 042	85838252	4,635,146	Registered
GUARDIAN COMPLIANCE	US	042	85278349	4,222,670	Registered

18260257v.1

RECORDED: 05/09/2017

TRADEMARK REEL: 006052 FRAME: 0893