

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMS USA, INC.		07/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EMS ENERGY SOLUTIONS, LLC		
Street Address:	c/o First Reserve Corporation		
Internal Address:	One Lafayette Place		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
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	
Registration Number:	4012642	EHSSUITE	
Registration Number:	4524530	INTEGRATED SOLUTIONS FOR THE SAFE DELIVE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Alexander Raytman, Esq.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	011958/1171		
NAME OF SUBMITTER:	Alexander Raytman		
SIGNATURE:	/ar/		

CH \$165.00 3848233

DATE SIGNED:	07/12/2017
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment Agreement"), is effective as of July 10, 2017 (the "Effective Date"), and is by and between, on the one hand, EMS USA, Inc., a Delaware corporation (the "Assignor"), and, on the other hand, EMS Energy Solutions, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee shall be referred to in this Assignment as a "Party" and collectively as, the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 11, 2017 (as amended or modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign, transfer, convey and deliver to Assignee, and Assignee has agreed to receive and accept from Assignor, the Marks (as defined below). The execution and delivery of this Trademark Assignment Agreement is a condition to the closing of the transactions contemplated by the Purchase Agreement.

AGREEMENT

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

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment. Assignor does hereby assign and transfer to Assignee any and all of Assignor's worldwide right, title and interest in and to the trademark EMS (to the extent applicable) and all registrations and applications containing same, including the trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 and all common-law rights relating thereto, together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the foregoing and the goodwill of the business symbolized by the foregoing and including the right to sue and recover for past infringement or unauthorized use thereof and to keep all recoveries resulting therefrom (collectively, the "Marks").

3. No Claims. Assignor acknowledges that, from the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee. If either Party becomes aware of any trademark registration or application in any country or jurisdiction that was inadvertently omitted from Schedule 1, it shall notify the other Party, and Schedule 1 shall be amended (and automatically deemed amended) to include same, with the assignment of such omitted item to be deemed effective as of the date hereof.

4. Further Assurances. Each of the Parties shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law and this Trademark Assignment Agreement, and to execute and deliver such documents and other papers, each as may be required to carry out and perform its obligations contained within the provisions of this Trademark Assignment Agreement to consummate and make effective the transactions contemplated by, and otherwise comply with the terms of, this Trademark Assignment Agreement.

5. Governing Law. This Trademark Assignment Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal Laws of the State of Delaware applicable to contracts made in that state, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. Counterparts. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Trademark Assignment Agreement may be executed through the exchange of facsimile or pdf e-mail signature pages, which shall have the same legal effect as original signatures. No Party hereto shall raise the use of a facsimile transmission or email delivery of a pdf data file to deliver a signature to this Trademark Assignment Agreement or the fact that such signature was transmitted or communicated through the use of a facsimile transmission or email delivery of a pdf data file as a defense to the formation or enforceability of a legally binding agreement and each Party hereto forever waives any such defense.

7. Successors. This Trademark Assignment Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

8. Controlling Document. Notwithstanding any other provision of this Trademark Assignment Agreement to the contrary, nothing contained in this Trademark Assignment Agreement shall be deemed to supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Trademark Assignment Agreement as provided, and subject to the limitations set forth, in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Trademark Assignment Agreement, the provisions of the Purchase Agreement shall control.

9. Severability. If any term or other provision of this Trademark Assignment Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other terms and provisions of this Trademark Assignment Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Trademark Assignment Agreement are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Trademark Assignment Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions are consummated as originally contemplated to the greatest extent possible.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement effective as of the Effective Date.

ASSIGNOR:

EMS USA, INC.,
a Delaware corporation

By: [Signature]
Name: ALEXANDER J. BUENLBA
Title: PRESIDENT & CEO

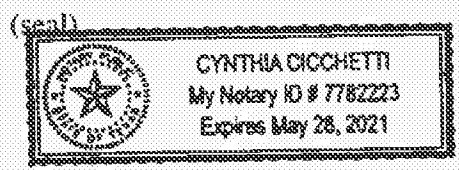
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas
County of Harris

Before me, Cynthia Cicchetti (insert the name and character of the officer), on this day personally appeared Alexander J. Buenlba, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

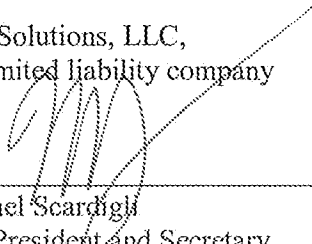
Given under my hand and seal of office this 5th day of July, 2017.

Cynthia Cicchetti
Notary Public Signature



ASSIGNEE:

EMS Energy Solutions, LLC,
a Delaware limited liability company

By: 
Name: Michael Scardigli
Title: Vice President and Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF [CT])
COUNTY OF Fairfield)

On July 06, 2017 before me, Lynda M. Donohoe, Notary Public, personally appeared Michael Scardigli, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [CT] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Lynda M. Donohoe
Notary Public

LYNDA M. DONOHOE
NOTARY PUBLIC - State of Connecticut
My Commission Expires
October 31, 2018

(Seal)

SCHEDULE 1

MARKS

Mark	Country	Status	Owner	Reg. No. / App. No.
	US	Registered	EMS USA, Inc.	US Reg. 3848233
EMS USA	US	Registered	EMS USA, Inc.	US Reg. 3848234
EMS INTEGRITY MANAGEMENT SERVICES	US	Registered	EMS USA, Inc.	US Reg. 3894737
EMS PIPELINE SERVICES	US	Registered	EMS USA, Inc.	US Reg. 4009654
EHSSUITE	US	Registered	EMS USA, Inc.	US Reg. 4012642
INTEGRATED SOLUTIONS FOR THE SAFE DELIVERY OF ENERGY	US	Registered	EMS USA, Inc.	US Reg. 4524530
	Canada	Registered	EMS USA, Inc.	CA Reg. TMA744595
EMS CANADA	Canada	Registered	EMS USA, Inc.	CA Reg. TMA744606
	Mexico	Registered	EMS USA, Inc.	MX Reg. 1117006
IMS-AMERICAS	Mexico	Registered	EMS USA, Inc.	MX Reg. 1241115