

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459639

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900432662		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VORTEX INFRASTRUCTURE HOLDINGS, LLC		11/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VORTEX COMPANIES, LLC		
<b>Street Address:</b>	1850 Imperial Valley Dr.		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77060		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87430347	VORTEX INFRASTRUCTURE	
<b>Serial Number:</b>	87430357	VORTEX INFRASTRUCTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136321401		
<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>			
<b>Phone:</b>	7136321400		
<b>Email:</b>	HLUSDocketing@hoganlovells.com		
<b>Correspondent Name:</b>	Hogan Lovells US LLP		
<b>Address Line 1:</b>	609 Main Street		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	048043.000011		
<b>NAME OF SUBMITTER:</b>	Danny Vara		
<b>SIGNATURE:</b>	/Danny Vara/		
<b>DATE SIGNED:</b>	01/26/2018		
<b>Total Attachments: 5</b>			
source=Platform_Vortex - Trademark Assignment (Executed)#page1.tif			

source=Platform\_Vortex - Trademark Assignment (Executed)#page2.tif

source=Platform\_Vortex - Trademark Assignment (Executed)#page3.tif

source=Platform\_Vortex - Trademark Assignment (Executed)#page4.tif

source=Platform\_Vortex - Trademark Assignment (Executed)#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Trademark Assignment*”), dated as of November 22, 2017, is made by Vortex Infrastructure Holdings, LLC, a Delaware limited liability company (“*Assignor*”), in favor of Vortex Companies, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Equity Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties listed on the signature pages thereto (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell, transfer and assign all of Assignor’s right, title and interest in and to the Membership Interests to Assignee;

WHEREAS, in connection with the transactions contemplated in and pursuant to the terms of the Purchase Agreement, Assignor desires to convey, transfer and assign to Assignee certain intellectual property of Assignor, and Assignee desires to accept the same, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, for and in consideration of the covenants, promises, undertakings, and agreements set forth in the Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this

Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement. A manual signature on this Trademark Assignment, an image of which shall be transmitted electronically, shall constitute an original signature for all purposes. The delivery of copies of this Trademark Assignment including executed signature pages by electronic transmission will constitute effective delivery.

5. Successors and Assigns. This Trademark Assignment shall bind each of the parties hereto and their respective successors and assigns and inure to the benefit of each of the parties and their respective successors and assigns.

6. Governing Law. This Trademark Assignment shall be governed by the internal laws of the State of Texas, without regard to principles of conflicts of law. THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED WITHIN HARRIS COUNTY, TEXAS OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND EACH PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR ANY SUIT, ACTION OR PROCEEDING RELATED THERETO SHALL BE HEARD AND DETERMINED IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

7. Waiver; Amendment. None of the provisions of this Trademark Assignment may be amended, waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR:**

VORTEX INFRASTRUCTURE HOLDINGS, LLC,  
a Delaware limited liability company

By: Michael Vellano

Name: Michael Vellano

Title: Chief Executive Officer

STATE OF Texas )

) ss:

COUNTY OF Harris )

The foregoing instrument was executed and acknowledged before me on the 21<sup>st</sup> day of November, 2017, by Michael Vellano, as the Chief Executive Officer of VORTEX INFRASTRUCTURE HOLDINGS, LLC, a Delaware limited liability company, on behalf of the company, who  is personally known to me or  has produced drivers license as identification.

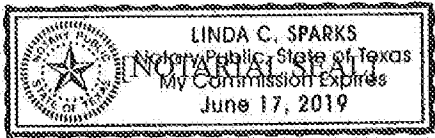
Linda C. Sparks

Notary Public, State and County Aforesaid

Name: Linda C. Sparks

My Commission Expires: June 17, 2019

My Commission Number is: 13026274-9



ASSIGNEE:

VORTEX COMPANIES, LLC,  
a Delaware limited liability company

By: Vortex Infrastructure Holdco, LLC,  
its sole member

By: Platform Vortex Holdings, LLC,  
its sole member

By: Platform Partners Investment Company LLC,  
its sole member

By: Brad Morgan  
Name: Brad Morgan  
Title: President

STATE OF Texas )

) ss:

COUNTY OF Harris )

The foregoing instrument was executed and acknowledged before me on the \_\_\_\_ day of November, 2017, by Brad Morgan, as the President of Platform Partners Investment Company LLC, which is the sole member of Platform Vortex Holdings, LLC, which is the sole member of Vortex Infrastructure Holdco, LLC, which is the sole member of VORTEX COMPANIES, LLC, a Delaware limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Ann Corrigan

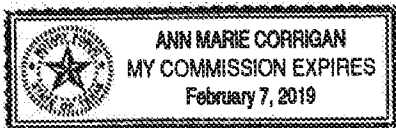
Notary Public, State and County Aforesaid

Name: Ann Corrigan

My Commission Expires: 02/07/19

My Commission Number is: \_\_\_\_\_

[NOTARIAL SEAL]



SIGNATURE PAGE TO  
TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK  
REEL: 006248 FRAME: 0091


**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
N/A			

Trademark Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
VORTEX INFRASTRUCTURE (and design) 	USPTO	N/A (§ 1(a) filing)	87/430,347	April 28, 2017
VORTEX INFRASTRUCTURE	USPTO	N/A (§ 1(a) filing)	87/430,357	April 28, 2017