

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGX, INC.		11/30/2017	Corporation:
RECEIVING PARTY DATA			
Name:	WATERFLEET, LLC		
Street Address:	10110 Moursund Boulevard		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78221		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4872133	THE WATER RIG	
Registration Number:	4882117	THE RECLAIMER RIG	
Registration Number:	5256564	THE JUMPER RIG	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	(650)739-3939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEBRASKA 10281-1047		
NAME OF SUBMITTER:	DEBBIE WU		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	01/12/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of November 30, 2017 (this "Trademark Assignment" or "Assignment"), is made and entered by and among MGX, INC., a corporation organized under the laws of Texas and having an office for the transaction of business at 243 Redwood Street, San Antonio, TX 78209 ("Assignor"), and WATERFLEET, LLC, a Texas limited liability company, having an office for the transaction of business at 10110 Moursund Boulevard, San Antonio, TX 78221 ("Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party".

A. **WHEREAS**, Alan Pyle, a resident of San Antonio, Texas ("Pyle"), and Assignee are parties to that certain Agreement and Plan of Merger dated as of November 30, 2017 (the "Merger Agreement"), pursuant to which Pyle in his capacity as representative of Assignor has agreed to transfer to Assignee the "MGX Trademarks" as defined in the Merger Agreement, including, but not limited to, the trademarks on Trademark Schedule A attached hereto (collectively, the "Assigned Trademarks");

B. Assignor and Assignee agree to terminate that certain Confirmatory Trademark License by and between Assignor and Assignee, dated September 24, 2014 (the "MGX Confirmatory Trademark License"), since, upon assignment of the MGX Trademarks under this Assignment, Assignee no longer has a need for the licenses granted under the MGX Confirmatory Trademark License;

C. **WHEREAS**, Assignor is the owner of the entire right, title and interest in and to the Assigned Trademarks; and

D. **WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Merger Agreement), the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks, including all trademark applications and registrations therefor (notwithstanding the status of any application), all statutory, common law, and other intellectual property rights (including, without limitation, all rights under copyright, trademark, and trade name law) relating thereto, together with all goodwill arising from or related to the business symbolized by the Assigned Trademarks, and all rights to sue for and recover for any infringement thereof, including, without limitation, all rights and interests of Assignor to sue and recover for, and the right to any profits or damages due or accrued arising out of or in connection with, any and all past, present, and future infringement or dilution of or damage or injury to any of the Assigned Trademarks, as would have been held and enjoyed by Assignor had this Assignment not been made, all to be held by Assignee for the use and enjoyment of Assignee and its licensees, successors, assigns, and/or other legal representatives. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Assigned Trademarks herein

assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment and that the Assigned Trademarks are not subject, in whole or in part, to any encumbrance, lien, claim, license, security interest, collateral assignment, covenant not to sue, immunity from suit, assignment, or option, right of first refusal, right of first offer or other obligation to provide any of the foregoing.

2. Termination of MGX Confirmatory Trademark License. Effective as of the date hereof, (i) the MGX Confirmatory Trademark License shall be cancelled and terminated and shall have no further force or effect, and (ii) none of the Parties hereto shall have any further obligations thereunder.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America (or with respect to any foreign trademarks or service marks or applications or registrations therefor, the foreign equivalent as the case may be), to record Assignee as the assignee and owner of the Assigned Trademarks, and that any and all registrations and renewals therefor issue to Assignee, as assignee of the entire right, title and interest in the same, for the sole use and enjoyment of Assignee, its designated successors, assigns, nominees, and/or other legal representatives.

4. Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense in connection with perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein. If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the assignment of the Assigned Trademarks, Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to perfect assignment of the Assigned Trademarks with the same legal force and effect as if executed by Assignor.

5. Unassignable Rights. To the extent any of the Assigned Trademarks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Assigned Trademarks) unassignable Assigned Trademarks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Assigned Trademarks. In the event any such unassignable Assigned Trademarks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Assigned Trademarks to Assignee, upon request thereof by Assignee.

6. Governing Law. This Trademark Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment), will be governed by and construed in accordance with the laws

of the State of Delaware without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

7. Jurisdiction. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery will decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware) for any litigation arising out of or relating to this Assignment or the other transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the Parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Assignment or the other transactions contemplated hereby in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

8. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is 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 will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9. Entire Agreement; Amendments and Waivers. This Assignment represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. This Assignment can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Assignment, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Assignment will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10. No Third Party Beneficiaries. This Assignment is and will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the Parties, any rights or remedies under or by reason of this Assignment.

11. Counterparts. This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of

which, when taken together, will be deemed to constitute one and the same agreement. This Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile (or equivalent electronic transmission), will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR

MGX, INC.

By: [Signature]

Name: Alan Pyle

Title: Vice President

Date: 11/30/17

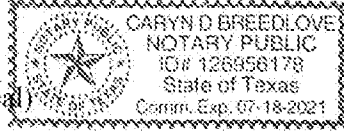
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS)
COUNTY OF Bexar)

On November 30, 2017 before me Caryn D. Breedlove, Notary Public, personally appeared

Alan Pyle, 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.

WITNESS my hand and official seal.
Signature Caryn D. Breedlove



ASSIGNEE

WATERFLERT, LLC

By: [Signature]

Name: Alan Pyle

Title: President & CEO

Date: 11/30/17

TRADEMARK SCHEDULE A

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
US	THE WATER RIG	86/125,288	11/21/2013	4,872,133	12/15/2016
US	THE RECLAIMER RIG	86/163,820	1/13/2014	4,882,117	1/5/2016
US	THE JUMPER RIG	86/163,810	1/13/2014	5,256,564	8/1/2017