

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516807

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
White Energy, Inc.		04/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marble Arch LLC		
<b>Street Address:</b>	100 West Putnam Avenue		
<b>Internal Address:</b>	c/o : Strategic Value Partners, LLC		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88219683	HEARTLAND BRAND	
<b>Serial Number:</b>	87317887	HEARTLAND STRONG	
<b>Serial Number:</b>	87317862	HEARTLAND PURE	
<b>Serial Number:</b>	87317847	HEARTLAND 75	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	300 N. Lasalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	24677-19		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	04/01/2019		

CH \$115.00 88219683

**Total Attachments: 5**

source=White Energy - Trademark Assignment Agreement [Executed]#page1.tif

source=White Energy - Trademark Assignment Agreement [Executed]#page2.tif

source=White Energy - Trademark Assignment Agreement [Executed]#page3.tif

source=White Energy - Trademark Assignment Agreement [Executed]#page4.tif

source=White Energy - Trademark Assignment Agreement [Executed]#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is dated as of April 1, 2019, is entered into by and between (a) White Energy, Inc., a Delaware corporation (the “**Assignor**”), and (b) Marble Arch LLC, a Delaware limited liability company (the “**Assignee**” and, together with the Assignor, collectively, the “**Parties**”), and is made and delivered pursuant to that certain Asset Purchase Agreement (the “**APA**”), dated as of February 11, 2019, by and among U.S. Energy Partners, L.L.C., a Kansas limited liability company (the “**Seller**”), the Assignee and, for the limited purposes set forth therein, White Energy Holdco, LLC, a Delaware limited liability company. Capitalized terms used and not otherwise defined in this Agreement have the meaning ascribed thereto in the APA.

### RECITALS

WHEREAS, pursuant to the APA, the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer, and the Buyer has agreed to purchase, accept, buy and acquire from Seller, free and clear of all Liens (other than Permitted Liens), all of the Acquired Assets and assume all of the Assumed Liabilities, subject to the terms and conditions set forth in the APA;

WHEREAS, Assignor is an Affiliate of the Seller;

WHEREAS, the Corporate Parent IP (as defined below) is a part of the Business and an Acquired Asset assigned under the APA; and

WHEREAS, the assignment of the Corporate Parent IP hereunder accompanies the sale of the Business to which such trademarks pertain, which Business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee do hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, accepts, buys and acquires from the Assignor, all of the Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule I to this Agreement, together with (a) all associated common law rights, (b) all registrations, applications, renewals, and extensions therefor, (c) all goodwill associated with any of the foregoing, (d) all income, royalties, damages and payments due or payable as of the date hereof or hereafter with respect to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other violations thereof) and the right to institute or maintain any legal proceeding to protect the same and recover damages for any infringements, misappropriations or other violations of any of the foregoing, and (e) any corresponding, equivalent or counterpart rights, title or interest that now exist or may be secured hereafter anywhere in the world with respect to any of the foregoing, in each case for the Assignee’s

own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (collectively, the “**Corporate Parent IP**”).

Section 2. Conflicts. This Agreement shall not be deemed to supersede or in any way modify, expand, extinguish, limit, impair or replace any of the provisions of the APA. In the event of any conflict between the provisions of this Agreement and the provisions of the APA, the provisions of the APA shall prevail, govern and control.

Section 3. Governing Law; Jurisdiction. This Agreement and any claim, dispute, remedy or legal proceeding arising from or relating to this Agreement, the transaction, any relief or remedies sought by any Party, and the rights and obligations of the Party hereunder and thereunder shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to the conflicts of law provisions thereof that would cause the laws of any other jurisdiction to apply.

Section 4. Further Assurances. The Assignor shall, at the request and expense of the Assignee, provide cooperation, execute such documents, and do and perform such acts, as may be reasonably requested by the Assignee to assist the Assignee in further evidencing or effectuating the assignments made hereunder or to protect or enforce the trademarks and associated rights transferred hereunder. The Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record the Assignee as the assignee and owner of the trademarks set forth on Schedule I hereto and to deliver to the Assignee, and to the Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

Section 5. Counterparts. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on all the Parties, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**ASSIGNOR:**

WHITE ENERGY, INC.

By: Greg Thompson  
Name: Greg Thompson  
Title: CEO

**ASSIGNEE:**

MARBLE ARCH LLC

By: \_\_\_\_\_  
Name: David Charnin  
Title: Vice President, Treasurer and Secretary

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

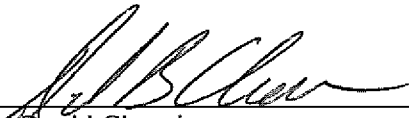
**ASSIGNOR:**

WHITE ENERGY, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

MARBLE ARCH LLC

By:  \_\_\_\_\_  
Name: David Charnin  
Title: Vice President, Treasurer and Secretary

**Schedule I**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
HEARTLAND BRAND	U.S.	88/219,683 12/06/2018	N/A	Pending	White Energy, Inc.
HEARTLAND STRONG	U.S.	87/317,887 01/30/2017	5,633,490 12/18/2018	Registered	White Energy, Inc.
HEARTLAND PURE	U.S.	87/317,862 01/30/2017	N/A	Pending	White Energy, Inc.
HEARTLAND 75	U.S.	87/317,847 01/30/2017	5,251,304 07/25/2017	Registered	White Energy, Inc.