

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FQ Disposal, LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fountain Quail Water Management, LLC		
Street Address:	130 E. John Carpenter Freeway, Suite 440		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75062		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4306901	TOTAL WATER MANAGEMENT SOLUTIONS	
Registration Number:	4347406	FRAC-CYCLE	
Registration Number:	4593619	MAG TANK	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	214-978-3000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 North Pearl Street, Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10101529		
NAME OF SUBMITTER:	Mery Y. Pimentel		
SIGNATURE:	/Mery Y. Pimentel/		
DATE SIGNED:	04/05/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (hereinafter this "Assignment") is entered between FQ Disposal, LLC ("Assignor"), a limited liability company organized and existing under the laws of the State of Delaware with a business address at 130 E. John Carpenter Freeway, Suite 440, Irving, Texas 75062, and Fountain Quail Water Management, LLC ("Assignee"), a limited liability company organized and existing under the laws of the State of Texas with a business address at 130 E. John Carpenter Freeway, Suite 440, Irving, Texas 75062. Assignor and Assignee are hereinafter collectively referred to as the "Parties" and each may be individually referred to as a "Party." This Assignment is effective as of the date it has been signed below ("Effective Date").

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title, and interest in and to the trademarks set forth on **Schedule A** to this Assignment, and all goodwill associated therewith (the "Assigned Trademarks") under the terms of this Assignment.

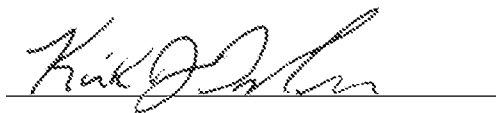
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party:

1. Assignor is the owner of all rights, title, and interest in and to the Assigned Trademarks.
2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall assign to Assignee all of Assignor's rights, title, and interest in and to the Assigned Trademarks and the goodwill of the business carried on in association with the Assigned Trademarks.
3. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do other lawful acts necessary to carry out the intent of this Assignment, as well as provide such documents, materials, information, and assistance as Assignee may consider necessary to carry out the intent of this Assignment.
4. This Assignment constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate to the Assigned Trademarks.
5. This Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.
6. This Assignment shall be construed, interpreted, and applied in accordance with the laws of the State of Texas without regard to its conflict of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, each through its authorized representative, as of the date shown below.

ASSIGNOR:

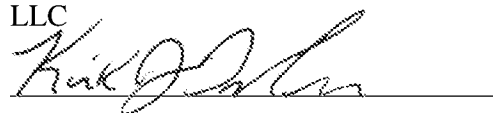
FQ DISPOSAL, LLC



Name: Kirk J. Trosclair
Title: Chief Executive Officer
Date: April 1, 2019

ASSIGNEE:

FOUNTAIN QUAIL WATER MANAGEMENT,
LLC



Name: Kirk J. Trosclair
Title: Chief Executive Officer
Date: April 1, 2019

SCHEDULE A
ASSIGNED TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
United States	TOTAL WATER MANAGEMENT SOLUTIONS	4,306,901	March 19, 2013
United States	FRAC-CYCLE	4,347,406	June 4, 2013
United States	MAG TANK	4,593,619	August 26, 2014