

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517717

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|---|--|-----------------------|--|
| 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 Energy Services, 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5531177 | MAVREX | |
| 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 Energy Services, 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 |  The logo for MAVREX features the word "MAVREX" in a bold, sans-serif font. The letters are filled with a fine grid pattern. Below the word, there are two small, solid black circles positioned to the left of a horizontal line that spans the width of the word. | 5,531,177 | July 31, 2018 |