

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526685

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2018
RESUBMIT DOCUMENT ID:	900501201

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLS Petroleum Listing Service Inc.		07/25/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Drilling Info LLC
Street Address:	2901 Via Fortuna #200
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1639241	PLS

CORRESPONDENCE DATA

Fax Number: 6172359493
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.
Phone: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET
Address Line 2: Ropes & Gray LLP
Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109251-0047
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	06/06/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment Agreement") is made and entered into with an effective date of June 1, 2018 (the "Effective Date") by and between Drilling Info LLC, a Delaware limited liability company (the "Assignee"), and PLS Petroleum Listing Service Inc., a Texas corporation, (the "Assignor") (the Assignee and the Assignor are collectively referred to as the "Parties").

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the "Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 1, 2018 by and between the Assignee and the Assignor, among others (the "Purchase Agreement"), pursuant to which, among other things, the Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of the Assignor's right, title, and interest in and to the Trademarks to the Assignee, and the Assignee desires to receive all right, title, and interest in and to the Trademarks;

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

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor agrees to sell, convey, transfer, assign, and deliver, and hereby does irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of the Assignor's right, title, and interest in and to (a) the Trademarks, (b) 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 (c) 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. The Assignor further consents to recordation of this Trademark Assignment Agreement by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

3. Further Assurances. The Assignor agrees to execute, at any time and from time to time upon the request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or similar foreign offices.

4. Governing Law. This Trademark Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas.

5. No Conflict. Nothing contained in this Trademark Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Purchase Agreement, and this Trademark Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Trademark Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.


8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

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IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment Agreement on July 25, 2018 *nunc pro tunc* as of the Effective Date set forth above.


ASSIGNEE:

DRILLING INFO LLC

By: 
Name: Shawn Shillington
Title: Vice President and Secretary

ASSIGNOR:

PLS PETROLEUM LISTING SERVICE INC.

By: 
Name: Ronyld W. Wise
Title: President

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date	Owner of Record
PLS	U.S.	73/834,732	10/30/1989	1,639,241	3/26/1991	PLS Petroleum Listing Service Inc.