

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527265

<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>
Pioneer Sands LLC		06/10/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	P.W. Gillibrand of Texas, Inc.		
<b>Street Address:</b>	4537 Ish Drive		
<b>City:</b>	Simi Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93063		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2544342	COLORADO SILICA SAND	
<b>Registration Number:</b>	3812096	GEOSIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	danielle.carter@pxd.com		
<b>Correspondent Name:</b>	Pioneer Sands LLC		
<b>Address Line 1:</b>	5205 N. O'Connor Blvd.		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Irving, TEXAS 75039		
<b>NAME OF SUBMITTER:</b>	Dennis Dronzek		
<b>SIGNATURE:</b>	/Dennis Dronzek/		
<b>DATE SIGNED:</b>	06/11/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of April 5, 2019 by and between Pioneer Sands LLC, a California limited liability company (the "Assignor"), in favor of P.W. Gillibrand of Texas, Inc., a Texas corporation ("Assignee").

### RECITALS

**WHEREAS**, Assignor represents that it owns the entire right, title and interest in, to and under the trademarks, together with the goodwill of the business symbolized by the trademarks which are identified and described in Exhibit A attached hereto. The marks are collectively referred to as the "Trademarks." Assignor's rights include all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign national trademark offices. Assignor's rights further include the right to assign the Trademarks under the terms and conditions of this Assignment without violation of any contractual or legal obligations Assignor may have to any other party; and

**WHEREAS**, Assignee desires to acquire rights in and to the Trademarks as previously agreed. Having previously agreed to transfer the Trademarks from Assignor to Assignee, this Assignment confirms said prior agreement; and

**WHEREAS**, Assignor and Assignee desire to formalize the transfer and assignment of the Trademarks, together with all rights related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to the Trademarks, together with the goodwill of the businesses symbolized by the Trademarks and associated therewith, and all other common law rights and applications and registrations of the Trademarks, and the right to recover for damages and profits for past infringements of the Trademarks identified in Exhibit A.

This Assignment shall be binding upon Assignor's successors, assigns and legal representatives, and shall inure to the benefit of Assignee, its successors, assigns and legal representatives, as the case may be.

Assignor hereby agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Assignee or its successors, assigns or nominees to prosecute any applications or registrations, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

*[Signature Page Follows]*

Assignor has signed this Assignment as of the date first written above.

**Assignor:**

**Pioneer Sands LLC**

By: Dennis A. Dronzek

Name: DENNIS A. DRONZEK

Date: 10 June 2019

**EXHIBIT A**

Trademark	Country	Registration Number	Registration Date	Current Owner	Goods and Services
COLORADO SILICA SAND	United States	2,544,342	03/05/2002	Pioneer Sands LLC	Class 019 - Industrial Silica Sand
GEOSIL	United States	3,812,096	06/29/2010	Pioneer Sands LLC	Class 019 - Sand