# OP \$40.00 88515590

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM535995

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COG Operating LLC		08/06/2019	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	LPLS, L.L.C.	
Street Address:	600 West Illinois Ave.	
City:	Midland	
State/Country:	TEXAS	
Postal Code:	79701	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	88515590	CONCHOLYTICS

# **CORRESPONDENCE DATA**

**Fax Number:** 4693402189

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:** 4693402060

**Email:** debbie.lively@fisherbroyles.com **Correspondent Name:** Deborah L. Llvely, FisherBroyles, LLP

Address Line 1: P.O. BOX 380308

Address Line 4: DUNCANVILLE, TEXAS 75138

ATTORNEY DOCKET NUMBER:	07740.T020US
NAME OF SUBMITTER:	Deborah L. Lively
SIGNATURE:	/deborah I. lively/
DATE SIGNED:	08/09/2019
DATE SIGNED.	00/09/2019

**Total Attachments: 1** 

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TRADEMARK REEL: 006716 FRAME: 0670

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### ASSIGNMENT

This assignment ("Assignment"), effective as of August 6., 2019 (the "Effective Date"), is made by and between COG Operating LLC, a Delaware limited liability company with an address of One Concho Center, 600 West Illinois Ave., Midland, Texas 79701 ("Assignor"), and LPLS, L.L.C., a Delaware limited liability company with an address of One Concho Center, 600 West Illinois Ave., Midland, Texas 79701 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the CONCHOLYTICS mark in all jurisdictions, including without limitation U.S. Application Ser. No. 88515590 and all services set forth therein (the "Mark"), the portion of the good will of the business symbolized thereby, which business is ongoing and existing, and the right to recover damages and profits for past infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby irrevocably assigns, transfers and conveys unto Assignee the following:
- a. all of Assignor's right, title and interest in and to the Mark, together with that portion of the good will of the business symbolized thereby, which business is ongoing and existing;
- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
- c. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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, and with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. In case at any time after the Effective Date any further action is necessary to record this Assignment, to assign the Mark to Assignee, to enforce the Mark against a third party, and/or to validate the assignment of the Mark to Assignee, Assignor shall execute the appropriate document(s) at the reasonable request of Assignee.
- 3. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas, with venue and exclusive personal jurisdiction in courts residing in Texas.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

By:

COG Operating LLC

Megan P. Hays

Vice President, Investor Relations &

Public Affairs

LPLS, L.L.C.

Megan P. Hays

Vice President, Investor Relations &

Public Affairs

TRADEMARK REEL: 006716 FRAME: 0671

RECORDED: 08/09/2019