

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriStar PetroServ, Inc.		12/31/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	TriStar Global Energy Solutions, Inc.		
Street Address:	12600 N Featherwood Dr. #330		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77034		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4425866	TRISTAR PETROSERV	
Registration Number:	4832274	TRISTAR PETROSERV	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	62386-10060		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	01/08/2020		
Total Attachments: 4			
source=Orion - Trademark Assignment Agreement (TriStar)#page1.tif			
source=Orion - Trademark Assignment Agreement (TriStar)#page2.tif			
source=Orion - Trademark Assignment Agreement (TriStar)#page3.tif			

CH \$65.00 4425866

Trademark Assignment Agreement

This Trademark Assignment Agreement (“**Assignment**”) dated as of December 31, 2019 is made by **TriStar PetroServ, Inc.** (“**Assignor**”) and **TriStar Global Energy Solutions, Inc.** (“**Assignee**”).

Whereas, Assignee desires to receive the transfer of certain intellectual property of Assignor in order to retain such intellectual property after Assignee’s ownership of Assignor has been transferred to a third party and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

Now, therefore, the parties agree as follows.

1. **ASSIGNMENT**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(i) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, and (ii) all common law trademark rights in the mark TRISTAR, TRISTAR PETROSERV, the Tristar PetroServ logo, and any variation of the foregoing, ((i) and (ii), together, the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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;

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

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.

2. **EXCLUSION**. Nothing in this Assignment will be construed as transferring to Assignee any rights in the mark PETROSERV, other than as used in TRISTAR PETROSERV, or any goodwill of the business connected with the use of the mark PETROSERV.
3. **RECORDATION AND FURTHER ACTIONS**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the

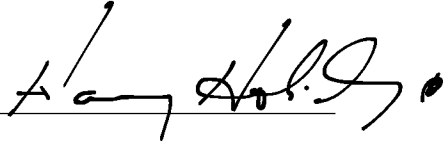
assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. **COUNTERPARTS**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
5. **SUCCESSORS AND ASSIGNS**. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed within the State of Delaware, without giving effect to any choice or conflict of Law provision or rule. All claims, actions and legal proceedings arising out of this Agreement or the negotiation, execution or performance of this Agreement shall be heard and determined in the Court of Chancery of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or legal proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or legal proceeding.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

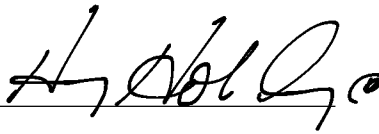
TriStar PetroServ, Inc.

By 

Name: Harry Holiday III

Title: Vice President & Secretary

TriStar Global Energy Solutions, Inc.

By 

Name: Harry Holiday III

Title: Vice President & Secretary

[Signature page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006833 FRAME: 0712**

Schedule 1

Registered Trademarks

Country	Trademark	Registration No.
U.S.	TriStar PetroServ	4,425,866
U.S.	TriStar PetroServ logo	4,832,274