

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic Energy Services, L.P.		10/01/2021	Limited Partnership: DELAWARE
Agua Libre Midstream LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Select Agua Libre Midstream, LLC		
Street Address:	1233 W Loop S, Suite 1400		
Internal Address:	c/o Select Energy Services, Inc.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6389935	AGUA LIBRE	
Registration Number:	6389997	AGUA LIBRE MIDSTREAM	
CORRESPONDENCE DATA			
Fax Number:	7136155735		
<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:	7137582383		
Email:	iptldocket@velaw.com, bfalcon@velaw.com		
Correspondent Name:	Briana R. Falcon		
Address Line 1:	845 Texas Avenue, Suite 4700		
Address Line 2:	VINSON & ELKINS LLP		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	BRIANA R. FALCON		
SIGNATURE:	/brf/		
DATE SIGNED:	03/14/2022		
Total Attachments: 6			

CH \$65.00 6389935

source=20220314Assignment#page1.tif

source=20220314Assignment#page2.tif

source=20220314Assignment#page3.tif

source=20220314Assignment#page4.tif

source=20220314Assignment#page5.tif

source=20220314Assignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated October 1, 2021 (the "Effective Date"), is entered into by and among Basic Energy Services, L.P., a Delaware limited partnership, and Agua Libre Midstream LLC, a Delaware limited liability company (each an "Assignor" and collectively, the "Assignors"), each with an address of c/o Basic Energy Services, Inc., 801 Cherry Street, Suite 2100, Fort Worth, Texas 76102, on the one hand, and Select Agua Libre Midstream, LLC, a Delaware limited liability company ("Assignee"), with an address of c/o Select Energy Services, Inc., 1233 W Loop S, Suite 1400, Houston, Texas 77027, on the other hand. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated August 17, 2021, by and among Assignors, Select Energy Services, LLC, a Delaware limited liability company ("Select"), and Select Energy Services, Inc., a Delaware corporation (as amended, the "Purchase Agreement"), Assignors agreed to sell, assign, convey and deliver to Select all of Assignors' right, title and interest in and to the Transferred Intellectual Property;

WHEREAS, Pursuant to Section 11.04(a) of the Purchase Agreement, Select assigned (i) certain rights and obligations under the Purchase Agreement to Complete Energy Services, LLC, a Delaware limited liability company, and (ii) certain rights and obligations under the Purchase Agreement to Assignee, including the right for Assignee to be assigned the Transferred Intellectual Property hereunder; and

WHEREAS, Assignors and Assignee now seek to consummate the sale, assignment, conveyance and delivery of the Transferred Intellectual Property.

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

AGREEMENT

1. Assignors hereby irrevocably sell, assign, convey and deliver to Assignee all of Assignors' right, title and interest in and to the Transferred Intellectual Property, including the Transferred Intellectual Property listed on Schedule 1 attached hereto, and all goodwill associated with the Transferred Intellectual Property, including all goodwill associated with that portion of the business which exclusively relates to the Transferred Intellectual Property.

2. Each of Assignors and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Transferred Intellectual Property and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

3. Assignors shall cooperate with Assignee and Assignee's representatives, and shall, upon Assignee's request: (a) execute and deliver documents; and (b) take all other actions that, in each case of clauses (a) and (b), are necessary to cause to be conveyed to Assignee all of Assignors' right, title and interest in and to the Transferred Intellectual Property.

4. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws thereof, except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of the parties. If any term, provisions, covenant or restriction contained in this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

BASIC ENERGY SERVICES, L.P.

By: Basic Energy Services GP, LLC,
its general partner

By: 

Name: Keith L. Schilling

Title: President and Chief Executive Officer

ASSIGNOR

AGUA LIBRE MIDSTREAM LLC

By: 

Name: Keith L. Schilling

Title: President and Chief Executive Officer

ASSIGNEE

SELECT AGUA LIBRE MIDSTREAM, LLC

**By: Select Energy Services, LLC,
its sole member**

By: 

Name: Adam R. Law


Title: Senior Vice President, General Counsel,
Corporate Secretary & Chief Compliance Officer

Schedule 1

Patents

Title	Country	Filed Date	Application Number	Grant Date {Publication Date}	Patent No. {Publication Number}
Apparatus and Methods for Producing Chlorine Dioxide	United States	3/8/2010	12/719372	2/11/2014	8,647,598
Apparatus and Methods for Producing Chlorine Dioxide	United States	2/10/2014	14/176335	11/29/2016	9,504,985

Trademark

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number
AGUA LIBRE	United States	6/7/2019	88/463949	6/15/2021	6389935
	United States	7/24/2019	88/533613	6/15/2021	6389997

Domains

RowID	LID	Entity	Name-Description
201	1	Basic Energy Services, Inc.	Agua-libre.com
202	1	Basic Energy Services, Inc.	Aqualibre.com
203	1	Basic Energy Services, Inc.	Aqualibre.ms
204	1	Basic Energy Services, Inc.	Aqualibrems.com