

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743704

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| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900695995 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PBWIEC | | 07/01/2021 | Non-Profit Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | The Board of Regents of The University of Texas System | | |
| Street Address: | 210 West Seventh Street | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | State Agency: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5769564 | PBWIEC | |
| Registration Number: | 5860572 | PBWIEC.COM PERMIAN BASIN WATER IN ENERGY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 5713908300 | | |
| Email: | tmcentral@pirkeybarber.com | | |
| Correspondent Name: | Kimberly C. Arriola | | |
| Address Line 1: | 8251 Greensboro Drive, Suite 520 | | |
| Address Line 4: | Tysons, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | UTTP018US | | |
| NAME OF SUBMITTER: | Kimberly C. Arriola | | |
| SIGNATURE: | /Kimberly C. Arriola/ | | |
| DATE SIGNED: | 07/26/2022 | | |
| Total Attachments: 2 | | | |
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| source=PBWIEC Assignment#page2.tif | | | |

July 1, 2021

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between PBWIEC, a Texas Non-Profit Corporation, ("Assignor") and The Board of Regents of The University of Texas System ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks identified as follows: United States Trademarks with Serial Numbers 88177622 and 88177624 for the PBWIEC logo and word mark, respectively (the "Trademarks"); and

WHEREAS, Assignor wishes to grant and Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of \$10 payable on July 1, 2021.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks do not infringe the rights of any person or entity;
 - (c) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (e) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
 - (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. **Agreement to Perform Necessary Acts.** Assignor and Assignee agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement, including executing any documentation of trademark transfer with the United States Patent and Trademark Office.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas.

Date: July 1, 2021

ASSIGNEE The University of Texas System

ASSIGNOR PBWIEC

Board of Regents

Signature



Marc Vockell

Signature

James J Woodcock

Printed Name Marc Vockell

Printed Name

James J Woodcock

Title

Assistant General Counsel

Title

Chairman