

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSI IP, Inc.		03/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shale-Inland Holdings, LLC		
Street Address:	8505 Monroe Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77061		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2095142	SOUTHWEST STAINLESS	
Registration Number:	2099246	MULTALLOY	
CORRESPONDENCE DATA			
Fax Number:	(212)446-6460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41879-132		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$65.00 2095142

TRADEMARK

Date:

03/29/2012

Total Attachments: 4

source=Shale Inland TM Assignment (executed)#page1.tif

source=Shale Inland TM Assignment (executed)#page2.tif

source=Shale Inland TM Assignment (executed)#page3.tif

source=Shale Inland TM Assignment (executed)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 26, 2012 ("Effective Date") by and between HSI IP, Inc., a Delaware corporation ("Assignor"), and, Shale-Inland Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark applications and registrations set forth on Schedule A (the "Marks");

WHEREAS, Assignor, Assignee and certain other parties entered into that certain Purchase Agreement (the "Purchase Agreement") dated as of March 8, 2012; and

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill associated with the Marks and that portion of the business related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States, including, without limitation, all common law rights associated therewith, any registrations that issue from applications for the Marks, and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Nothing contained in this Assignment will be deemed to supersede, limit, amend, supplement or modify any of the rights or obligations of the Assignor, the Assignee or the other parties under the Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

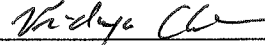
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HSI IP, Inc.

By: 
Name: Vidya Chauhan
Title: Vice President

Shale-Inland Holdings, LLC

By: _____
Name: Glenn Miller
Title: Vice President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HSI IP, Inc.

By: _____
Name: Vidya Chauhan
Title: Vice President

Shale-Inland Holdings, LLC

By: _____
Name: Glenn Miller
Title: Vice President

SCHEDULE A TO
TRADEMARK ASSIGNMENT

Mark	Reg. #	Reg. Date
SOUTHWEST STAINLESS	2,095,142	9/9/1997
MULTALLOY	2,099,246	9/23/1997