

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|----------------------|
| Griffin Dewatering Corporation | | 11/20/2013 | CORPORATION: ALABAMA |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Griffin Dewatering, LLC |
| Street Address: | 5306 Clinton Drive |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77020 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2222338 | AQUASPADE |
| Registration Number: | 2222339 | SPEEDFAST |
| Registration Number: | 2373680 | WIND TUNNEL |
| Registration Number: | 2616135 | |
| Registration Number: | 2629606 | |
| Registration Number: | 2682084 | |
| Registration Number: | 2616136 | |
| Registration Number: | 2616137 | |
| Registration Number: | 2596274 | |

CORRESPONDENCE DATA

Fax Number: 9363368203
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 936 336 8200
 Email: timcook@libertypatent.com

OP \$240.00 2222338

Correspondent Name: Tim Cook
Address Line 1: PO Box 10107
Address Line 4: Liberty, TEXAS 77575

ATTORNEY DOCKET NUMBER: GRIF.01

NAME OF SUBMITTER: Tim Cook

Signature: /Tim Cook/

Date: 12/05/2013

Total Attachments: 4
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source=Trademarks Assignment#page4.tif

TRADEMARKS ASSIGNMENT

This **TRADEMARKS ASSIGNMENT** (this "Assignment") dated as of November 20, 2013 (the "Effective Date"), by and between **GRIFFIN DEWATERING CORPORATION**, an Alabama corporation ("Assignor"), and **GRIFFIN DEWATERING, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Contribution Bill of Sale, Assumption and Assignment Agreement dated as of November 20, 2013 (the "Bill of Sale"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain tangible and intangible assets of Assignor;

WHEREAS, Assignor owns certain rights, title and interest in the Trademarks described on Schedule A attached hereto, and the good will associated therewith (collectively, the "Trademarks");

WHEREAS, Assignor wishes to transfer the Trademarks to Assignee;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein and the Bill of Sale, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

SECTION 1. Conveyance. Assignor hereby assigns to Assignee the Trademarks, together with any interest the undersigned may have in or to the goodwill of the business in association with which the Trademarks are used, along with any and rights to enforcement with respect thereto, including right to sue for and to collect damages or any other compensation for past infringement or dilution thereof. Assignor also hereby assigns to Assignee all unregistered trademarks in which the Assignor has rights under the Common Law, together with any interest the undersigned may have in or to the goodwill of the business in association with which such trademarks are used, along with any and rights to enforcement with respect thereto, including right to sue for and to collect damages or any other compensation for past infringement or dilution thereof.

SECTION 2. Amendments. This Agreement may be amended, modified, superseded or canceled and any of the terms, covenants or conditions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

SECTION 3. Severability; Enforcement. The invalidity of any portion of this Agreement shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

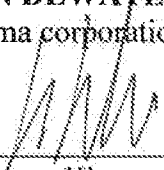
SECTION 4. Governing Law. This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

ASSIGNOR:

GRIFFIN DEWATERING CORPORATION,
an Alabama corporation

By: 
Kazem Khonsari, Chief Executive Officer

ASSIGNEE:

GRIFFIN DEWATERING, LLC,
a Delaware limited liability company

By: 
Kazem Khonsari, Chief Executive Officer

SIGNATURE PAGE
TO
TRADEMARKS ASSIGNMENT

TRADEMARK
REEL: 005167 FRAME: 0924

SCHEDULE "A"

| | |
|-----------|--|
| 2,222,338 | AQUASPADE |
| 2,222,339 | SPEEDFAST |
| 2,373,680 | WIND TUNNEL |
| 2,616,135 | Miscellaneous Design (color red - Hydraulic and pneumatic machine parts, namely, control valves and fittings sold therewith as a unit, for use in vacuum lines for use in groundwater removal system and equipment) |
| 2,629,606 | Miscellaneous Design (color red - header saddles for vacuum lines) |
| 2,682,084 | Miscellaneous Design (color red - pumping equipment, namely portable pumps, power plants connected to pumps, trailers and skids for pumps and trailers and skid mounted pump equipment) |
| 2,616,136 | Miscellaneous Design (color red - lining and stippling statement) |
| 2,616,137 | Miscellaneous Design (color red - dewatering headers draining artesian and ground water adjacent to trenches, foundations and other ground construction sites using pumps and surface lines, buried wellpoint lines and tips, vacuum lines and connective headers) |
| 2,596,274 | Miscellaneous Design (color red for wellpoints) |