

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
La-Tex Pump and Transportation, LP		01/27/2014	LIMITED PARTNERSHIP: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B/E Aerospace, Inc.		
<b>Street Address:</b>	1400 Corporate Center Way		
<b>City:</b>	Wellington		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33414		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86108488	LT ENERGY SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125693459		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312 569 1459		
<b>Email:</b>	nancy.martinez-curtin@dbr.com		
<b>Correspondent Name:</b>	Melissa S. Dillenbeck		
<b>Address Line 1:</b>	191 North Wacker Drive		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	AER049USA		
<b>NAME OF SUBMITTER:</b>	Melissa S. Dillenbeck		
<b>SIGNATURE:</b>	/melissasdillenbeck-nmc/		
<b>DATE SIGNED:</b>	04/15/2014		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Agreement”) is made as of January 27, 2014 (“Effective Date”) by and among LA-Tex Holdings, LLC, a Delaware limited liability company (“Holdings”), La-Tex Pump and Transportation, LP, a Louisiana limited partnership (“Pump”), and LA-Tex General Partner, LLC, a Louisiana limited liability company (“GP” and, together with Holdings and Pump, the “Assignor”), located at 652 North Sam Houston Parkway East, Suite 240, Houston, TX 77060-5910, and B/E Aerospace, Inc. a Delaware corporation, (“Assignee”), located at 1400 Corporate Center Way, Wellington, FL 33414, collectively referred to as the “Parties.”


WHEREAS, BEA Logistics Services LLC, a Delaware limited liability company (“Purchaser”), has agreed to purchase substantially all of Assignor’s assets, pursuant to an Asset Purchase Agreement dated December 17, 2013 by and among Assignor, Purchaser, and the other signatories party thereto (“Purchase Agreement”), which assets include Assignor’s Intellectual Property;

WHEREAS, pursuant to the Purchase Agreement, Purchaser has directed that the intangible assets included in the Purchased Assets shall be transferred or otherwise conveyed by Assignor to Assignee on behalf of Purchaser, in each case free and clear of all Liens, other than Permitted Liens; and

WHEREAS, the Parties hereto desire to enter into this Agreement to give effect to the Assignor assigning to the Assignee all of its entire worldwide right, title, and interest in and to Assignor's Intellectual Property and Intellectual Property Rights.

NOW THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereto agree as follows:

1. Each term which is capitalized, but not otherwise defined, in this Agreement shall have the respective meaning ascribed to such term in the Purchase Agreement.
2. Assignor and Assignee hereby acknowledge and agree that, effective on the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to Assignor's Intellectual Property and Intellectual Property Rights, including but not limited to the following U.S. trademark application and the trademark associated therewith, together with that part of the goodwill of Assignor’s business in connection with which the trademark is used:

	U.S. Application Serial. No. 86/108,488	Filed November 1, 2013
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3. If any term or provision in this Agreement is held to be unenforceable, the remainder of the Agreement shall not be affected. Notwithstanding the foregoing, no provision of this Agreement shall in any way modify any of the provisions of the Purchase Agreement.

This Agreement is intended solely to further effect the transfer of certain Purchased Assets in accordance with the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

4. This Agreement shall be binding upon and inure to the benefit of the employees, officers, agents, representatives, heirs, administrators, executors, successors, transferees and assigns of the Parties.

5. This Agreement may be executed in two or more counterparts, all of which shall, upon execution and delivery of identical counterparts by all Parties, comprise a single agreement. Counterpart signatures may be exchanged by facsimile or other electronic transmission.

6. The Parties, without further consideration, agree to execute and deliver other documents and take other and further actions as may be necessary to more fully effectuate or consummate the subject matter of this Agreement.

7. Any modification or waiver of any provision of this Agreement, or any consent to any departure from the terms of this Agreement, shall not be binding unless in writing and signed by all of the Parties to this Agreement.

8. This Agreement shall be deemed to have been written, approved and accepted in the State of Delaware, United States of America. The construction and interpretation of this Agreement, wherever executed and wherever to be performed, shall be governed by the laws of the State of Delaware, United States of America.

9. The signatories hereto and the Parties represent that they are fully authorized to enter into this Agreement.

10. The rights and obligations of the Parties set forth herein shall remain in effect without limitation as to time.

11. The waiver of breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver of a provision of this Agreement must be in writing.

12. The Parties agree that time is of the essence in performing their respective obligations under this Agreement.

\* \* \* \* \*

WHEREFORE, the undersigned represent and warrant that they have full power and authority to enter into and execute this Agreement on behalf of the respective Parties hereto.

B/E AEROSPACE, INC

By: Thomas P. McCaffrey  
Name: Thomas P. McCaffrey  
Its: Sr. VP & CFO

Dated: January 27, 2014

LA-TEX HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LA-TEX PUMP AND  
TRANSPORTATION, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LA-TEX GENERAL PARTNER, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

The undersigned, solely and exclusively for the purpose of directing the assignment of the intangible assets contemplated by this Agreement to Assignee, has caused this Agreement to be executed in its name and delivered by a duly authorized officer, on the date first written above.

BEA LOGISTICS SERVICES LLC

By: Thomas P. McCaffrey  
Name: Thomas P. McCaffrey  
Its: Vice President & Treasurer

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of each of LA-Tex Holdings, LLC, a Delaware limited liability company, La-Tex Pump and Transportation, LP, a Louisiana limited partnership, and LA-Tex General Partner, LLC, a Louisiana limited liability company. He/She ( ) is personally known to me or ( ) has presented a \_\_\_\_\_ driver's license as identification and did not take an oath.

(SEAL)

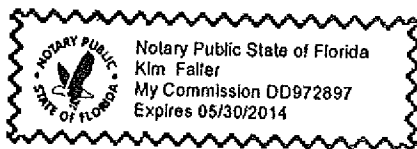
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing was acknowledged before me this 27 day of January, 2014, by Thomas P. McCaffrey, as Sr. VP & CFO of B/E Aerospace, Inc., a Delaware corporation. He/She (X) is personally known to me or ( ) has presented a \_\_\_\_\_ driver's license as identification and did not take an oath.

(SEAL)

Kim Faller  
\_\_\_\_\_  
Notary Public  
Print Name: Kim Faller  
My Commission Expires: May 30, 2014




WHEREFORE, the undersigned represent and warrant that they have full power and authority to enter into and execute this Agreement on behalf of the respective Parties hereto.

B/E AEROSPACE, INC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_


LA-TEX HOLDINGS, LLC

By:   
Name: KEVIN DEMARTINO  
Its: VICE PRESIDENT

LA-TEX PUMP AND  
TRANSPORTATION, LP

By:   
Name: KEVIN DEMARTINO  
Its: VICE PRESIDENT

LA-TEX GENERAL PARTNER, LLC

By:   
Name: KEVIN DEMARTINO  
Its: VICE PRESIDENT

Dated: JANUARY 24, 2014

The undersigned, solely and exclusively for the purpose of directing the assignment of the intangible assets contemplated by this Agreement to Assignee, has caused this Agreement to be executed in its name and delivered by a duly authorized officer, on the date first written above.

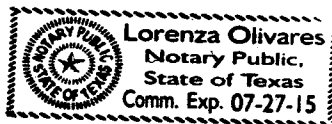
BEA LOGISTICS SERVICES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing was acknowledged before me this 24th day of January, 2014, by KEVIN DEMARTINO as VICE PRESIDENT of each of LA-Tex Holdings, LLC, a Delaware limited liability company, La-Tex Pump and Transportation, LP, a Louisiana limited partnership, and LA-Tex General Partner, LLC, a Louisiana limited liability company. He/She () is personally known to me or () has presented a \_\_\_\_\_ driver's license as identification and did not take an oath.

(SEAL)



Lorenza Olivares  
Notary Public  
Print Name: Lorenza Olivares  
My Commission Expires: 7/27/15

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of B/E Aerospace, Inc., a Delaware corporation. He/She () is personally known to me or () has presented a \_\_\_\_\_ driver's license as identification and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]