

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mud Masters Group LLC		06/30/2014	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	Mud Masters Group, Inc.		
Street Address:	500 W. Wall Street, Suite 280		
City:	Midland		
State/Country:	TEXAS		
Postal Code:	79702		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	85358791	MASTER ENVIRO MUD	
Serial Number:	85355427	MASTER FLUID SEAL	
Serial Number:	85355417	MASTER CLEAR SPOT	
Serial Number:	85575309	CLEARLY GREEN AND CLEAN AND CLEAR SOLUTI	
Serial Number:	85366534	MASTER CLEAR SEAL-5	
Serial Number:	85355355	MASTER FIBER SEAL	
Serial Number:	85298044	MASTER CLEAR MISTING SYSTEM	
Serial Number:	77904896	NON-DAMAGING RESERVOIR TECHNOLOGY	
Serial Number:	77710958	NDRT	
Serial Number:	77710986	NDRT NON-DAMAGING RESERVOIR TECHNOLOGY	
Serial Number:	77703915	MASTER CLEAR SEAL	
Serial Number:	77532503	MASTER CLEAR FLUID	
Serial Number:	77226344	THE MUD MASTERS GROUP	
Serial Number:	77410036	MASTER WATER SURF	
Serial Number:	77408874	MASTER FINE BEADS	
Serial Number:	77396094	MASTER GUMBO CONTROL	
Serial Number:	77408891	MASTER COARSE BEADS	
Serial Number:	77408884	MASTER BLACK SACK	
Serial Number:	77395646	PROVEN PROFESSIONALS - PROVEN PRODUCTS -	
TRADEMARK			

CH \$665.00 85358791

Property Type	Number	Word Mark
Serial Number:	77354092	MASTER LUBE COAT
Serial Number:	77354057	MASTER BLACK BLEND
Serial Number:	77278130	MASTER SQUEEZE MIX
Serial Number:	77278077	MASTER GLOW BEADS
Serial Number:	77278053	MASTER SLIDE DRIL
Serial Number:	77277978	MASTER QUICK SPOT
Serial Number:	76692385	MUD MASTER

CORRESPONDENCE DATA

Fax Number: 2147401499

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.

Phone: 214.740.1474

Email: danicam@bellnunnally.com

Correspondent Name: Danica L. Mathes

Address Line 1: 3232 McKinney Avenue, Suite 1400

Address Line 4: Dallas, TEXAS 75204

ATTORNEY DOCKET NUMBER:	9137.3
NAME OF SUBMITTER:	Danica L. Mathes
SIGNATURE:	/Danica L. Mathes/
DATE SIGNED:	07/08/2014

Total Attachments: 6

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ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "*Bill of Sale*"), dated as of June 30, 2014, is made by **THE MUD MASTERS GROUP, LLC**, a Louisiana limited liability company, having a principal place of business at 4071 Woodland Highway, New Orleans, Louisiana 70130 ("*Assignor*"), for the benefit of **MUD MASTERS ACQUISITION CORPORATION**, a Texas corporation, to be renamed and known as **MUD MASTERS GROUP, INC.**, immediately after the effectiveness hereof, having a principal place of business at 500 W. Wall Street, Suite 280, Midland, Texas 79702 ("*Assignee*"). Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "*Purchase Agreement*") of even date herewith, by and between Assignor, Assignee, Horizon Mud Holdings Corporation, a Texas corporation, and Jerry J. Rayborn, Sr., an individual resident of the State of Louisiana; and

WHEREAS, the Purchase Agreement contemplates that, at the Closing, Assignor will sell, assign, transfer, convey and deliver to Assignee the Assets and that Assignee will assume all of the Assumed Liabilities in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of the Assets. Assignor does hereby sell, convey, assign, transfer and deliver, free and clear of all Liens, other than Permitted Liens, the Assets, together with the rights and privileges pertaining thereto, to Assignee, its successors and assigns, forever.

2. Future Documents. Assignor covenants and agrees with Assignee that Assignor, and its successors and assigns, shall, at Assignee's sole cost, expense and risk of loss, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required or advisable to convey, transfer to and vest in Assignee or its successors and assigns title to the Intellectual Property, or otherwise carry out the purposes of this Bill of Sale, including obtaining any required consents of third parties or foreign or domestic governmental authorities and delivery and endorsement of original certificates of title with respect to any of the Intellectual Property, and to use its reasonable efforts to obtain such consents and to take such other action as may be reasonably necessary to assure to Assignee, its successors and assigns all rights and benefits thereof.

3. Assumption. Assignee hereby assumes and agrees to pay, honor, perform or otherwise discharge when lawfully due all of the Assumed Liabilities. Nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by Assignee of any other liabilities of Assignor. Other than the Assumed Liabilities, Assignee does not by this Bill of Sale

agree to assume or agree to pay, perform or discharge any liabilities of Assignor of any nature, kind or description whatsoever.

4. Subject to the Purchase Agreement. Notwithstanding any other term herein, this Bill of Sale is executed and delivered pursuant to the Purchase Agreement and is subject in every way, to the Purchase Agreement and Assignor and Assignee shall have no greater or lesser rights or obligations than as provided therein.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

ASSIGNOR:

THE MUD MASTERS GROUP LLC,
a Louisiana limited liability company

By: Jerry J. Rayborn, Sr.
Jerry J. Rayborn, Sr., Chief Executive Officer

ACCEPTED BY:

ASSIGNEE:

MUD MASTERS ACQUISITION
CORPORATION,
to be renamed and known as Mud Masters
Group, Inc., immediately after the effectiveness
hereof

By: _____
Luke Blackwell, Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

ASSIGNOR:

THE MUD MASTERS GROUP LLC,
a Louisiana limited liability company

By: _____
Jerry J. Rayborn, Sr., Chief Executive Officer

ACCEPTED BY:

ASSIGNEE:

**MUD MASTERS ACQUISITION
CORPORATION,**
to be renamed and known as Mud Masters
Group, Inc., immediately after the effectiveness
hereof

By: 

Luke Blackwell, Chief Financial Officer

EXHIBIT A

Patents:

<u>Patent Name</u>	<u>Number</u>	<u>Date</u>	<u>Inventor</u>
Drilling Fluid Additive Containing Corn Syrup Solids	7,745,378	June 29, 2010	Jerry Rayborn et al.
Drilling Fluid Additive Containing Syrups	7,763,570	July 27, 2010	Jerry Rayborn et al.
Air Drilling Misting Fluid Contains Syrups	7,964,537	June 21, 2011	Jerry Rayborn et al.
Drilling Fluid Additive Containing Heated Syrup Solids	7,972,995	July 5, 2011	Jerry Rayborn et al.
Spotting Fluids Containing Syrups	8,101,555	January 24, 2012	Jerry Rayborn et al.
Drilling Fluid Additive System	8,216,981	July 10, 2012	Jerry Rayborn et al.
Drilling Fluid Additive With Low Freezing Point	8,673,825	March 18, 2014	Jerry Rayborn et al.

Trademarks:

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Master Enviro Mud	85358791	N/A
Master Fluid Seal	85355427	N/A
Master Clear Spot	85355417	N/A
Clearly Green and Clean and Clear Solutions	85575309	July 30, 2013
Master Clear Seal-5	85366534	February 28, 2012
Master Fiber Seal	85355355	February 28, 2012
Master Clear Misting System	85298044	December 6, 2011
Non-Damaging Reservoir Technology	77904896	June 1, 2010
NDRT	77710958	June 8, 2010
NDRT Non-Damaging Reservoir Technology	77710986	June 8, 2010
Master Clear Seal	77703915	February 23, 2010
Master Clear Fluid	77532503	June 23, 2009
The Mud Masters Group	77226344	June 15, 2013
Master Water Surf	77410036	January 12, 2010
Master Fine Beads	77408874	May 26, 2009
Master Gumbo Control	77396094	January 12, 2010
Master Coarse Beads	77408891	May 26, 2009
Master Black Sack	77408884	May 19, 2009
Proven Professionals – Proven Products – Proven Results	77395646	August 5, 2008
Master Lube Coat	77354092	December 9, 2008
Master Black Blend	77354057	November 18, 2008
Master Squeeze Mix	77278130	January 19, 2010
Master Glow Beads	77278077	January 19, 2010

Master Slide Dril	77278053	April 21, 2009
Master Quick Spot	77277978	December 2, 2008
Mud Master	76692385	July 21, 2009

Domain Names:

mudmastersgroup.com