

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pipeline Inspection Company, Ltd.		07/28/2014	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Pipeline Supply & Service, LLC		
Street Address:	1010 Lamar Street		
Internal Address:	Suite 710		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1681815	SPY	
Registration Number:	1700223	"LITTLE JEEPER"	
Registration Number:	3350776	SPY	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<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:	512-457-8000		
Email:	alundsten@dbcllp.com		
Correspondent Name:	DUBOIS, BRYANT & CAMPBELL, LLP		
Address Line 1:	700 LAVACA STREET		
Address Line 2:	Suite 1300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	4923-5		
NAME OF SUBMITTER:	Ashley Lundsten		
SIGNATURE:	/Ashley Lundsten/		
DATE SIGNED:	08/11/2014		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") dated as of July 28, 2014 (the "**Effective Date**") is made by and between Pipeline Inspection Company, Ltd., a Texas limited partnership ("**Assignor**"), and Pipeline Supply & Service, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee are, among others, parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Purchased Assets" as defined in the Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the registered trademarks identified and set forth on Exhibit A hereto and that constitute "Purchased Assets" under the Purchase Agreement (collectively, the "**Trademarks**"), and the goodwill of the business in connection with which the Trademarks are used and which is symbolized thereby associated with all of the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned by Assignor to Assignee at its request and direction;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business in connection with which the Trademarks are used, and all other corresponding rights (including common law rights) that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The parties hereto agree that the Assignor's representations, warranties and obligations with respect to the Trademarks shall be as set forth in the Purchase Agreement and shall survive the execution of this Assignment as set forth in the Purchase Agreement.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

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

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other actions as such requesting party may reasonably request and reasonably require in order to carry out and fulfill the purposes and intent of this Assignment. Assignor agrees that upon request, it will sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary and desirable for securing and maintaining the Trademarks in all countries and for vesting title thereto in Assignee, its successors, or other legal representatives.

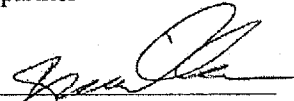
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

Signature page follows.

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

PIPELINE INSPECTION COMPANY, LTD.

By: G. B. Manufacturers, Inc.,
its general partner

By: 
Name: Gregory N. Miller
Title: President

PIPELINE SUPPLY & SERVICE, LLC

By: _____
Name: Barham Moss
Title: Chief Executive Officer

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

PIPELINE INSPECTION COMPANY, LTD.

By: G. B. Manufacturers, Inc.,
its general partner

By: _____
Name: Gregory N. Miller
Title: President

PIPELINE SUPPLY & SERVICE, LLC

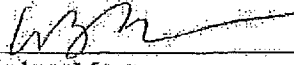
By: 
Name: Barham Moss
Title: Chief Executive Officer

EXHIBIT A
TRADEMARKS

Registered Trademarks:

Country	Trademark	Registration No.	Registration Date
United States of America	SPY	1,681,815	April 7, 1992
United States of America	LITTLE JEEPER	1,700,223	July 14, 1992
United States of America	Spy Logo	3,350,776	December 11, 2007