

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409938

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Allied Oil & Gas Services, LLC		04/29/2016	Limited Liability Company: TEXAS
Allied Cementing Co., LLC		04/29/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied OFS, LLC		
<b>Street Address:</b>	25025 N. I-45 #210		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4915466	MUDPURGE	
<b>Registration Number:</b>	4915467	GASGUARD	
<b>Registration Number:</b>	4915468	FEATHERWEIGHT	
<b>Serial Number:</b>	86399650	SEALCHECK	
<b>Registration Number:</b>	4258789	ALLIED OIL & GAS SERVICES	
<b>Registration Number:</b>	4258790		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	25567-4-RFS		

CH \$165.00 4915466

<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	12/22/2016
<b>Total Attachments: 5</b> source=41462935_4#page1.tif source=41462935_4#page2.tif source=41462935_4#page3.tif source=41462935_4#page4.tif source=41462935_4#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of April 29, 2016 (the "Effective Date"), by and among Allied Oil & Gas Services, LLC, a Texas Limited Liability Company ("Services") and Allied Cementing Co., LLC, a Texas limited liability company ("Cementing," and together with Services, the "Assignors") one the one hand, and Allied OFS, LLC, a Delaware limited liability company ("Assignee") on the other hand. Each of the Assignors and Assignee are sometimes individually referred to in this Assignment as a "Party" and collectively as the "Parties." Capitalized terms used herein but otherwise not defined shall have the respective meanings given to them in the APA (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as the Effective Date (the "APA"), Assignors and certain other parties have agreed to sell to Assignee all of the Purchased Assets for the purpose of continuing the existing Business;

WHEREAS, Assignors desire to sell, assign, transfer, convey and deliver to Assignee all of the Assignors' respective rights, titles, and interests in, to and under any and all trademarks, service marks, designs, logos, indicia, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, "Trademarks"), owned by the Assignors, including the Trademarks set forth on Schedule I.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements, and understandings contain herein and intending to be legally bound, the Parties hereto hereby agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer, convey and deliver, free and clear of all Liens (other than Permitted Liens), to Assignee, all of the Assignors' respective worldwide rights, titles, and interests in, to and under the Trademarks, including those set forth on Schedule 1 attached hereto (the "Assigned Trademarks"), together with (i) any goodwill associated therewith, and (ii) the Assignors' interest in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Further Assurances.

(a) From and after the Effective Date, in the event any further action is necessary to carry out the purposes of this Assignment, Assignors and their respective directors, officers, managers and members shall take all such necessary action as may be reasonably requested by Assignee to achieve such intent, including the execution of any documentation reasonably requested by any Assignee to effectuate the assignment, transfer and conveyance of the Assigned Trademarks (including any documentation for filing with the United States Patent and Trademark Office, United States Copyright Office or any equivalent foreign agency or any domain name registrar). Assignors hereby authorize and request the Commissioner of Patents

and Trademarks, Register of Copyrights, and any equivalent authority, entity or agency or registrar to record Assignee as the assignee and owner of the applicable Assigned Trademarks.

(b) Assignors hereby grant the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or United States Copyright Office, or rules of other entities including but not limited to United States or foreign governments or intellectual property offices, for recordation of this document. Assignee shall have the right to file or record this Assignment and any additional assignment documents as provided in this Article 2 with the United States Patent and Trademark Office, United States Copyright Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignors hereby authorize and request the Commissioner of Patents and Trademarks, Registrar of Copyrights and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Trademarks sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Assignment.

3. Miscellaneous.

(a) The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the Schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re execute the original form of this Assignment and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

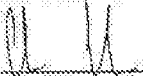
(c) The Parties acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of the Parties with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the Effective Date.

ASSIGNORS

**ALLIED OIL & GAS HOLDINGS, LLC**

By:   
Name: Charles Cherington  
Title: Manager

**ALLIED CEMENTING CO., LLC**

By:   
Name: Brian Lochkos  
Title: Chief Financial Officer

ASSIGNEE

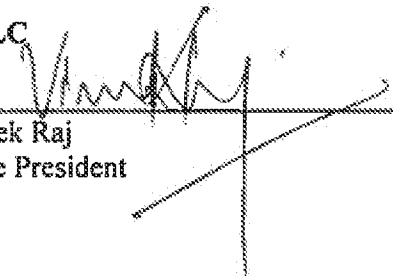
**ALLIED OFS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

ALLIED OFS, LLC

By:

  
Name: Vivek Raj  
Title: Vice President

**SCHEDULE I**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Current Owner of Record</b>
MUDPURGE	US	86399652 9/19/2014	4915466 3/8/2016	Allied Oil & Gas Services, LLC
GASGUARD	US	86399658 9/19/2014	4915467 3/8/2016	Allied Oil & Gas Services, LLC
FEATHERWEIGHT	US	86399660 9/19/2014	4915468 3/8/2016	Allied Oil & Gas Services, LLC
SEALCHECK	US	86399650 9/19/2014		Allied Oil & Gas Services, LLC
ALLIED OIL & GAS SERVICES	US	85424786 9/16/2011	4258789 12/11/12	Allied Cementing Company, LLC
DESIGN ONLY 	US	85424873 9/16/2011	4258790 12/11/2012	Allied Cementing Company, LLC