

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432505

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900409250		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty PL Services, LLC		06/03/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	SMS Pipeline Services, L.L.C.		
Street Address:	130 E. Kaliste Saloom Road		
City:	Lafayette		
State/Country:	LOUISIANA		
Postal Code:	70508		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4153014	LIBERTY PL SERVICES	
Registration Number:	4153015	LIBERTY PIPELINE SERVICES	
Registration Number:	4156810	LIBERTY LIVE!	
Registration Number:	4260410	LIBERTY PIPELINE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3375934910		
<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:	3375934900		
Email:	ddoise@perretlaw.com		
Correspondent Name:	Dennis Doise		
Address Line 1:	1301 Camellia Boulevard, Suite 400		
Address Line 4:	Lafayette, LOUISIANA 70508		
NAME OF SUBMITTER:	/Dennis Doise/		
SIGNATURE:	/Dennis Doise/		
DATE SIGNED:	06/26/2017		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Trademark Assignment") is executed this 3rd day of June, 2017, but effective as of June 4, 2017 (the "Effective Date"), by and between **Liberty PL Services, LLC**, a Texas limited liability company ("Assignor"), and **SMS Pipeline Services, L.L.C.**, a Texas limited liability company ("Assignee").

Recitals:

Assignor and Assignee entered into an Asset Purchase Agreement dated effective as of May 17, 2017 (the "APA") for the purchase of certain assets by Assignee from Assignor.

Prior to execution of the APA, Assignor owned all rights in and to the trademarks listed in the attached Schedule A (the "Trademarks") and Assignee has now acquired from Assignor the Trademarks and all associated rights, pursuant to the APA.

Assignment:

For the consideration stated in the APA, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, and does hereby assign, to Assignee all of Assignor's right, title, and interest in and to the Trademarks and any rights associated therewith, and expressly authorizes and directs the United States Patent and Trademark Office to record this Trademark Assignment and to transfer the registrations of the Trademarks to Assignee.
2. Assignor will provide Assignee with all additional necessary authorizations and information required by Assignee or the relevant trademark registrar in order to validly effect the transfer of the Trademarks from Assignor to Assignee.
3. This Trademark Assignment may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic mail or facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by the parties hereto. This Trademark Assignment is not intended to replace or modify the APA with respect to the transfer of the Trademarks and the associated rights, all of which have been transferred to Assignee, but is executed for the sole purpose of effecting the transfer of the registrations of the Trademarks.
5. This Trademark Assignment will be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Texas without regard to choice of law principles.

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[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:
LIBERTY PL SERVICES, LLC

BY: _____
Name: _____
Title: _____

Executed and accepted by: **ASSIGNEE:**
SMS PIPELINE SERVICES, LLC

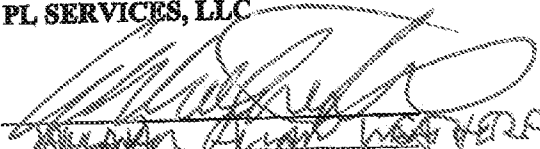
BY: *David L. Kelly*
Name: *David L. Kelly*
Title: *Authorized Representative*

Signature Page to the Instrument of Assignment -- Trademarks

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:
LIBERTY PL SERVICES, LLC**

BY:

Name: 
Title: CEO

Executed and accepted by:

**ASSIGNEE:
SMS PIPELINE SERVICES, LLC**

BY:

Name: _____
Title: _____

Signature Page to the Instrument of Assignment – Trademarks

SCHEDULE A

Trademark	Registration No.	Serial No.	Registration Date
"Liberty PL Services"	4153014	85352693	June 5, 2012
"Liberty Pipeline Services"	4153015	85352772	June 5, 2012
"Liberty Live!"	4156810	85351474	June 12, 2012
The mark consists of "Liberty Pipeline Services" in black lettering with a bell image, the bell body is gold in color and top burgundy in color. Text is Lucida Bright font.	4260410	85522603	December 18, 2012