

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456675

<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>
CS Operating LLC		01/03/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CS Newco, LLC		
<b>Street Address:</b>	1080 W. Sam Houston Parkway N., Suite 100		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77043		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77884708	STARK AIR	
<b>Serial Number:</b>	77884725	STARK SERVICE CO	
<b>Serial Number:</b>	77884832	STARK SEAL OF SAFETY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	01/03/2018		
<b>Total Attachments: 4</b>			
source=2018-01-03 Executed Trademark Assignment CS Operating to CS Newco 1.3.18#page1.tif			
source=2018-01-03 Executed Trademark Assignment CS Operating to CS Newco 1.3.18#page2.tif			
source=2018-01-03 Executed Trademark Assignment CS Operating to CS Newco 1.3.18#page3.tif			
source=2018-01-03 Executed Trademark Assignment CS Operating to CS Newco 1.3.18#page4.tif			

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of January 3, 2018 and effective as of February 23, 2017, from CS Operating LLC, a Texas limited liability company ("Assignor"), to CS Newco, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms, used herein and not defined shall have the meaning set forth in the Foreclosure Agreement (as defined below).

### WITNESSETH:

**WHEREAS**, Assignor and Assignee are parties to that certain Strict Foreclosure Agreement, dated on or about the date hereof (the "Foreclosure Agreement"), which provides for, among other things, the assignment of Assignor's Trademarks (as defined below) to Assignee;

**WHEREAS**, prior to the transactions contemplated by the Foreclosure Agreement, Assignor was the owner of all right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on Schedule 1 hereto (collectively, the "Trademarks"), together with the goodwill associated with the Trademarks;

**WHEREAS**, in connection with the Foreclosure Agreement, Assignee acquired all of the Assignor's right, title and interest in and to all of the Trademarks; and

**WHEREAS**, pursuant to Section 3 of the Foreclosure Agreement, Assignee has requested that Assignor execute and deliver this Assignment;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. In partial consideration for Assignee entering into the Foreclosure Agreement, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all legal right, title and interest in and to the Trademarks, as set forth on Schedule 1, together with the goodwill associated with the Trademarks, and Assignee accepts such assignment and transfer.

2. In partial consideration for Assignee entering into the Foreclosure Agreement, Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on Schedule 1, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of Assignee.

4. This Assignment is subject in all respects to the terms of the Foreclosure Agreement and all of the representations and warranties, covenants and agreements contained in the Foreclosure Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Foreclosure Agreement. Nothing contained in this Assignment shall be deemed to supersede, diminish, enlarge or modify any provision or any of the obligations, agreements, covenants,

or representations and warranties of any of the parties to the Foreclosure Agreement as contained in the Foreclosure Agreement. If any conflict exists between the terms of this Assignment and the Foreclosure Agreement, then the terms of the Foreclosure Agreement shall govern and control. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Assignment is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or similar electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature were an original thereof. Once signed, this Assignment may be delivered by facsimile or “.pdf” format and any reproduction of this Assignment made by reliable means (e.g., portable document format) is considered an original.

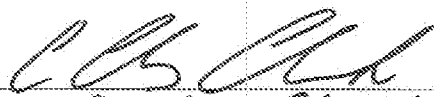
5. This Assignment and the Foreclosure Agreement contain the entire agreement of the parties with regard to the matters set forth herein and therein.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment or have caused this Assignment to be executed by their duly authorized officers.

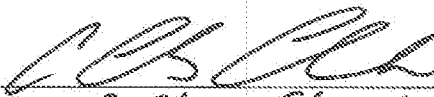
ASSIGNOR:

CS OPERATING LLC


By:   
Name: G. Chris Church  
Title: President

ASSIGNEE:

CS NEWCO, LLC

By:   
Name: G. Chris Church  
Title: President

**Schedule 1**  
**TRADEMARKS**

Mark	USPTO Reg. No.
STARK AIR	3,821,167
STARK SERVICE CO.	3,821,169
STARK SEAL OF SAFETY (DESIGN) 	3,821,174