

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Relevant Solutions LLC		03/01/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Relevant Power Solutions, LLC		
Street Address:	20120 East Hardy Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77073		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87523282	BLUE42	
Registration Number:	5500867	BLUE42	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7137584278		
Email:	lpeschel@jw.com		
Correspondent Name:	Leisa Peschel		
Address Line 1:	1401 McKinney, Suite 1900		
Address Line 4:	Houston, TEXAS 77010		
NAME OF SUBMITTER:	Leisa Talbert Peschel		
SIGNATURE:	/Leisa Talbert Peschel/		
DATE SIGNED:	03/30/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 1, 2019, is made by TMEC DISTRIBUTION, LLC, a Texas limited liability company (“**TMEC**”) and Relevant Solutions, LLC, a Texas limited liability company (“**Seller**” and each, a “**Seller**”), in favor of Relevant Power Solutions, LLC, a Delaware limited liability company having an address of 20120 East Hardy Road, Houston, Texas 77073 (“**Purchaser**”), in respect of Purchaser’s purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among each Seller and Purchaser, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties to this IP Assignment hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of such Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

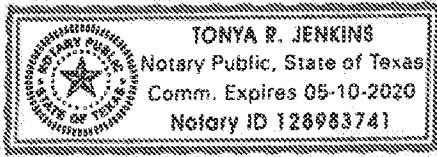
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.



SELLER:

TMEC DISTRIBUTION, LLC

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer
Address for Notices:

ACKNOWLEDGMENT

STATE OF Texas)
)
)SS.
COUNTY OF Harris)

On the 28th day of February, 2019, before me personally appeared Charlie Reeves, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Chief Financial Officer of TMEC Distribution, LLC, a Texas limited liability company, and acknowledged the instrument to be the free act and deed of TMEC Distribution, LLC, a Texas limited liability company for the uses and purposes mentioned in the instrument.

Tonya R. Jenkins
Notary Public
Printed Name: Tonya R. Jenkins

My Commission Expires: 05/10/2020

AGREED TO AND ACCEPTED:

PURCHASER:

RELEVANT POWER SOLUTIONS, LLC

By: Richard V. Wolf
Name: Richard V. Wolf
Title: CEO
Address for Notices: 20120 E. Hardy Road
Newport, TX 77073

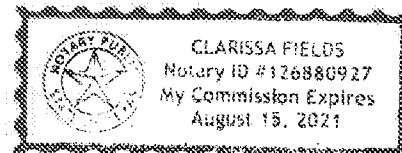
ACKNOWLEDGMENT

STATE OF Texas)
)
)SS.
COUNTY OF Harris)

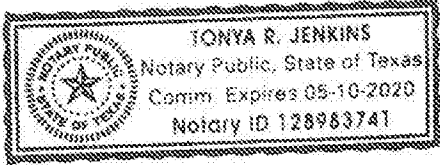
On the 1st day of March, 2019, before me personally appeared Richard Wolf, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the CEO of Relevant Power Solutions, LLC, a Delaware limited liability company, and acknowledged the instrument to be the free act and deed of Relevant Power Solutions, LLC, a Delaware limited liability company for the uses and purposes mentioned in the instrument.

Clarissa Fields
Notary Public
Printed Name:

My Commission Expires: 08/15/2021



IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.



SELLER:

RELEVANT SOLUTIONS, LLC

By: Charlie Reeves
Name: Charlie Reeves
Title: Chief Financial Officer
Address for Notices:

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

)
)SS.
)

On the 28th day of February, 2019, before me personally appeared Charlie Reeves, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Chief Financial Officer of Relevant Solutions, LLC, a Texas limited liability company, and acknowledged the instrument to be the free act and deed of Relevant Solutions, LLC, a Texas limited liability company for the uses and purposes mentioned in the instrument.

Tonya R. Jenkins
Notary Public
Printed Name: Tonya R. Jenkins

My Commission Expires: 05/10/2020

AGREED TO AND ACCEPTED:

PURCHASER:

RELEVANT POWER SOLUTIONS, LLC

By: _____
Name:
Title:
Address for Notices:

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

)
)SS.
)

On the ___ day of _____, 2019, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _____ of Relevant Power Solutions, LLC, a Delaware limited liability company, and acknowledged the instrument to be the free act and deed of Relevant Power Solutions, LLC, a Delaware limited liability company for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: _____

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Applications

1. Provisional Patent Application No. 62721826 – Level Control Tanks and Systems
2. Provisional Patent Application No. 62727340 – Systems and Methods for Cleaning Storage Tanks

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

1. Blue42 trademark logo registration, Serial Number: 87523282; Registration Number: 5500866; Filing Date: July 11, 2017; Logo:

BLUE42

2. Blue42 trademark registration, Serial Number: 87523316; Registration Number: 5500867; Filing Date: July 11, 2017; Logo:

 BLUE42