

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shalewater Solutions, LLC		09/03/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	HEP Shalewater Solutions, LLC		
Street Address:	1515 Wazee Street,		
Internal Address:	Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5256517	SHALEAPPS	
Registration Number:	5256753	SHALEAPPS	
Registration Number:	5251618		
Registration Number:	4943062	SHALEWATER	
Registration Number:	4943061	SHALEWATER SOLUTIONS	
Registration Number:	4539234	SHALECLEAR	
Registration Number:	4672306	SHALEFLOC	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25675-7		

CH \$190.00 5256517

NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	09/04/2019
Total Attachments: 3 source=HEP SS Assignment#page1.tif source=HEP SS Assignment#page2.tif source=HEP SS Assignment#page3.tif	

AFFIDAVIT TO AFFIRM THE ASSIGNMENT OF TRADEMARKS

This Affidavit to Affirm the Assignment of Trademarks (this "Affidavit") is dated as of September 3, 2019 and shall be retroactively effective as of the closing of the transactions contemplated by that certain (i) Asset Purchase Agreement dated as of November 19, 2015 (the "Asset Purchase Agreement") by and between Shalewater Solutions, LLC, a Pennsylvania limited liability company, ShaleApps, LLC, a Michigan limited liability company, Mr. James Chance Richie and Hillstone Environmental Partners, LLC and (ii) Bill of Sale entered into in connection with the Asset Purchase Agreement and dated as of January 15, 2016 (the "Bill of Sale") by and between Shalewater Solutions, LLC, a Pennsylvania limited liability company, ShaleApps, LLC, a Michigan limited liability company and each of the following two entities (whose managing member is Hillstone Environmental Partners, LLC): HEP Shalewater Solutions, LLC, a Delaware limited liability company and HEP ShaleApps, LLC, a Delaware limited liability company.

I, Sean D. Hawkins, do hereby declare as follows:

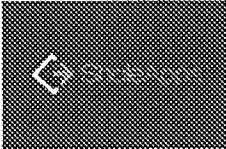
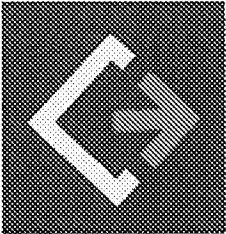
1. I am the Vice President and Corporate Secretary of HEP Shalewater Solutions, LLC, a Delaware limited liability company, located at 1515 Wazee Street, Suite 300, Denver, Colorado 80202 ("HEP SS").
2. On the date of the closing of the transactions under the Asset Purchase Agreement, which I believe was on or around January 15, 2016, and pursuant to the Bill of Sale, Shalewater Solutions, LLC assigned certain intellectual property rights to HEP SS, including without limitation the trademark registrations and applications for registration of the trademarks listed in Schedule A attached hereto.
3. Pursuant to the Asset Purchase Agreement and Bill of Sale, HEP SS is the beneficial owner of the trademark registrations and applications for registration of the trademarks listed in Schedule A attached hereto.
4. The goodwill associated with the aforementioned trademarks and applications for registration of the trademarks listed in Schedule A attached hereto was included in the assignment from Shalewater Solutions, LLC to HEP SS.

Due to unknown reasons, the assignment of the trademarks and trademark applications listed in Schedule A, together with the goodwill associated therewith, was not filed with the U.S. Patent and Trademark Office or with the Canadian Intellectual Property Office after the closing of the transactions under the Asset Purchase Agreement.

The undersigned, being hereby advised that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares that the facts set forth in this Affidavit are true, and all statements made based on information and belief are believed to be true.

[Signature Page Follows]

SCHEDULE A

Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Status	Owner of Record
SHALEAPPS	86091657 Oct. 15, 2013	5256517 Aug. 01, 2017	Registered	Shalewater Solutions, LLC
SHALEAPPS Design 	86610377 Apr. 27, 2015	5256753 Aug. 01, 2017	Registered	Shalewater Solutions, LLC
ARROWHEAD Design 	86610401 Apr. 27, 2015	5251618 Jul. 25, 2017	Registered	Shalewater Solutions, LLC
SHALEAPPS	(Canada) 1672809 Apr. 15, 2014	--	Pending	Shalewater Solutions, LLC
SHALEWATER	86199852 Feb. 21, 2014	4943062 Apr. 19, 2016	Registered	Shalewater Solutions, LLC
SHALEWATER SOLUTIONS	86199843 Feb. 21, 2014	4943061 Apr. 19, 2016	Registered	Shalewater Solutions, LLC
SHALECLEAR	85847713 Feb. 12, 2013	4539234 May. 27, 2014	Registered	Shalewater Solutions, LLC
SHALEFLOC	85847688 Feb. 12, 2013	4672306 Jan. 13, 2015	Registered	Shalewater Solutions, LLC

Schedule A to Affidavit to Affirm Assignment of Trademarks