

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567624

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900539652

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evolution Well Services, LLC		05/24/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Typhon Technology Solutions, LLC
Street Address:	3 Hughes Landing, 1780 Hughes Landing Blvd.
Internal Address:	Suite 100
City:	The Woodlands
State/Country:	TEXAS
Postal Code:	77380
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86950966	EVOLUTION WELL SERVICES
Registration Number:	4804420	INNOVATION NOT IMITATION
Registration Number:	4800075	
Registration Number:	4800078	
Registration Number:	4800061	EVOLUTION
Registration Number:	4800081	EVOLUTION WELL SERVICES
Registration Number:	4800059	EWS
Registration Number:	4800080	EVOLUTION
Registration Number:	4800079	EWS
Registration Number:	4800060	EVOLUTION WELL SERVICES
Registration Number:	5198205	

CORRESPONDENCE DATA

Fax Number: 7137547550

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.

Phone: 7133743550

Email: sheffieldl@gtlaw.com

TRADEMARK

Correspondent Name: Lucresha Sheffield
Address Line 1: 1000 Louisiana St
Address Line 2: Suite 1700
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 180538-027700/US

NAME OF SUBMITTER: Lucresha M. Sheffield

SIGNATURE: /Lucresha M. Sheffield/

DATE SIGNED: 03/18/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is executed, effective as of May 24, 2018 (the "Effective Date"), by and between Evolution Well Services, LLC, a Delaware limited liability company ("Assignor"), with its principal place of business at 3 Hughes Landing, 1780 Hughes Landing Blvd., Suite 125, The Woodlands, TX 77380; and Typhon Technology Solutions, LLC, a Delaware limited liability company ("Assignee"), with its principal place of business at 3 Hughes Landing, 1780 Hughes Landing Blvd., Suite 100, The Woodlands, TX 77380. Assignor and Assignee are each sometimes referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign Intellectual Property Offices, as listed in attached Schedules A-C attached hereto and made a part hereof (collectively, the "Marks"), and the goodwill of such business of Assignor associated with the Marks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest, in and to the Marks together with all of the goodwill of the business symbolized thereby, Assignor and Assignee have agreed that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all of Assignor's right, title and interest in and to the Marks together with all of the goodwill of the business symbolized thereby, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

(1) Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of and Assignor's entire right, title and interest (for all countries) in and to the Marks, together with the goodwill of the business symbolized by the Marks, listed in Schedules A-C, Assignor's entire right, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages, by reason of past, present or future infringement of the rights assigned or to be assigned hereunder, or other unauthorized use, and all causes of action (whether in law or equity), with the right to sue for, counterclaim, and collect and/or recover the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, including any rights and privileges under any certificate of registration that may be granted therefor and thereon, and all pending trademark

applications, including trademarks and trademark applications claiming priority to/from the trademarks and/or trademark applications, listed in Schedules A-C.

(2) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue certificates of registration or other evidence or forms of industrial property on pending trademark applications as aforesaid, to assign and issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

(3) Assignor agrees that, at any time upon the request of Assignee, Assignor shall, without charge or cost to Assignor, execute, have executed, any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required to carry out the terms and intent of this Agreement, and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain trademark protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise do the necessary acts to give full effect to and to perfect the rights of the Assignee under this Agreement, including the execution, delivery and procurement of any and all further documents evidencing this Agreement, transfer and sale as may be necessary.

(4) Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

(5) This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

(6) Miscellaneous.

(i) This Agreement and Schedules A-C constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, Parties, and subject matter.

(ii) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of

Texas. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(iii) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(iv) If any portion of this Agreement is found to be contrary to law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the parties which is the full and complete transfer and assignment of Assignor's rights to the Marks to Assignee.

(v) Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.


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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have signed this Trademark Assignment Agreement as of the Effective Date hereof.

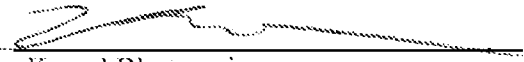
ASSIGNOR:

EVOLUTION WELL SERVICES, LLC
a Delaware Limited Liability Company

By: 
Name: Gregory V. Brown
Title: Assistant Secretary and General Counsel

ASSIGNEE:







TYPHON TECHNOLOGY SOLUTIONS, LLC
a Delaware Limited Liability Company

By: 
Name: Kamal Bherwani
Title: Vice President – Technology

Schedule A - U.S. Trademark Applications

86/950,966	EVOLUTION WELL SERVICES 	United States of America
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Schedule B - U.S. Trademark Registrations

Trademark Registration/ Serial No.	Mark	Country
4,804,420	INNOVATION NOT IMITATION	United States of America
4,800,075	FLAME LOGO (COLORED) 	United States of America
4,800,078	FLAME LOGO (BLACK & WHITE) 	United States of America
4,800,061	EVOLUTION	United States of America
4,800,081	EVOLUTION WELL SERVICES & DESIGN 	United States of America
4,800,059	EWS	United States of America
4,800,080	EVOLUTION & DESIGN 	United States of America
4,800,079	EWS & DESIGN 	United States of America
4,800,060	EVOLUTION WELL SERVICES	United States of America
5198205	FLAME LOGO 	United States of America