

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631111

<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>
Aquamaxit L.P.		03/10/2021	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acconda LLC		
<b>Street Address:</b>	1300 FM 646 East		
<b>City:</b>	Dickinson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77539		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90549138	AQUA ROVER	
<b>Serial Number:</b>	90549099	AQUA MILLING	
<b>Serial Number:</b>	90549113		
<b>Registration Number:</b>	4324321	AQUA LANCER	
<b>Registration Number:</b>	4324323	TANK SPIDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136515246		
<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>	713-651-5567		
<b>Email:</b>	hoipdocket@nortonrosefulbright.com		
<b>Correspondent Name:</b>	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
<b>Address Line 1:</b>	1301 MCKINNEY STREET		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	Acconda/1001061439		
<b>NAME OF SUBMITTER:</b>	Annie Aymond		
<b>SIGNATURE:</b>	/Annie Aymond/		
<b>DATE SIGNED:</b>	03/10/2021		
<b>Total Attachments: 5</b>			

OP \$140.00 90549138

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of March 10, 2021 (this "Agreement") by and between Acconda LLC, a Delaware limited liability company (the "Assignee"), and Aquamaxit L.P., a Texas limited partnership (the "Assignor").

### RECITALS

A. The Assignee and the Assignor have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets (as defined in the Asset Purchase Agreement) in connection with the pre-transaction restructuring steps contemplated by that certain Membership Interest Purchase Agreement, dated as of the date hereof (the "Membership Interest Purchase Agreement"), by and among the Assignee, the Assignor and certain other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. The parties to the Asset Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the Purchased Assets, including the patents and patent applications, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case), copyrights and copyright applications and domain names set forth on Attachment A attached hereto (the "Assigned IP").

C. Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

### AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor's right, title and interest in and to the Assigned IP; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicensable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, Liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation

and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

3. Entire Agreement. This Agreement and the Asset Purchase Agreement reflect the entire understanding of the parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the parties regarding the subject matter of this Agreement and the Asset Purchase Agreement.

4. Purchase Agreement Shall Control. Nothing in this Agreement shall alter any liability or obligation of the Assignor or the Assignee arising under the Asset Purchase Agreement.

5. Miscellaneous. Section 10.4 (Expenses), Section 10.5 (No Assignment), Section 10.6 (Headings), Section 10.7 (Integration, Modification and Waiver), Section 10.8 (Construction), Section 10.9 (Severability), Section 10.10 (Notices), Section 10.12 (Governing Law), Section 10.13 (Arbitration), Section 10.14 (Consent to Jurisdiction and Service of Process; Waiver of Jury Trial), Section 10.15 (Specific Performance), Section 10.17 (Counterparts) and Section 10.18 (Third Party Beneficiaries) of the Membership Interest Purchase Agreement shall apply to this Agreement *mutatis mutandis* as though set forth herein in their entirety.

*The remainder of this page is intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNEE:

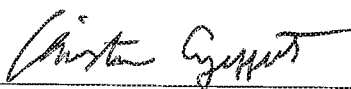
ACCONDA LLC

By:   
Name: Christian Geppert  
Title: President

ASSIGNOR:

AQUAMAXIT L.P.

By: AQUAMAXIT GP, LLC, its General Partner

By:   
Name: Christian Geppert  
Title: President

**Attachment A**

**Assigned IP**

**PATENTS AND APPLICATIONS**

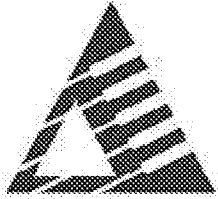
<b>TITLE</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REGISTERED</b>	<b>STATUS</b>
Tube Lancing Machine	United States	8,083,865	12/27/2011	Issued
Cleaning Apparatus for Large Diameter Pipes	Austria	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Europe	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	France	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Germany	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Ireland	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Italy	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Liechtenstein	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Switzerland	2139621	6/10/2015	Issued
Cleaning Apparatus for Large Diameter Pipes	Great Britain	2139621	6/10/2015	Issued
<b>TITLE</b>		<b>APPLICATION NO.</b>	<b>FILED</b>	
Tube Lancing Machine	United States	62/982,367	2/27/2020	Expired
Tube Lancing Machine	United States	17/184,937	2/25/2021	Pending

Attachment A - Continued

Assigned IP

UNITED STATES OF AMERICA  
TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO.	REGISTERED	STATUS
AQUA LANCER®	4,324,321	4/23/2013	Registered
TANK SPIDER®	4,324,323	4/23/2013	Registered

MARK	APPLICATION NO.	FILED	STATUS
AQUA ROVER	90/549,138	2/26/2021	Pending
AQUA MILLING	90/549,099	2/26/2021	Pending
	90/549,113	2/26/2021	Pending