

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722560

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entity type from Corporation to Limited Liability Company for the Conveying Party "Relevant Solutions LLC" previously recorded on Reel 006605 Frame 0062. Assignor(s) hereby confirms the Assignment.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Relevant Solutions LLC		03/01/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Relevant Power Solutions, LLC		
<b>Street Address:</b>	20120 East Hardy Road		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77073		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5500867	BLUE42	
<b>Registration Number:</b>	5500866	BLUE42	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	<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>	7136541709		
<b>Email:</b>	keila.ramon@chamberlainlaw.com		
<b>Correspondent Name:</b>	Keila Ninnette Ramon		
<b>Address Line 1:</b>	1200 Smith Street		
<b>Address Line 2:</b>	Suite 14000		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	170945-000004		
<b>NAME OF SUBMITTER:</b>	Keila Ramon		
<b>SIGNATURE:</b>	/Keila Ramon/		
<b>DATE SIGNED:</b>	04/20/2022		
<b>Total Attachments: 9</b>			

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516696

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

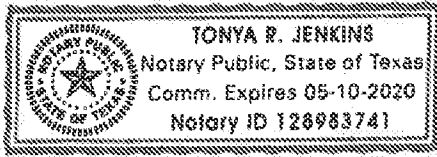
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be 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 28<sup>th</sup> 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

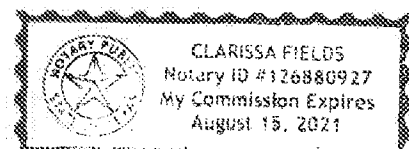
ACKNOWLEDGMENT

STATE OF Texas )  
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 )SS.  
COUNTY OF Harris )

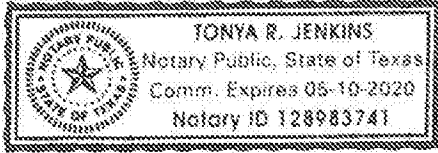
On the 1st day of March, 2019, before me personally appeared Richard Wolf, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her 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:**

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 28<sup>th</sup> 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: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

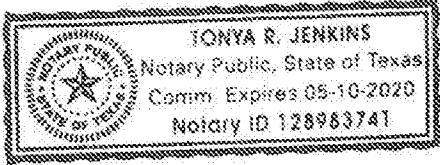
On the \_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same 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: \_\_\_\_\_



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 28<sup>th</sup> 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**