

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM757255

<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>
Welltrax, LLC		09/23/2022	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PakEnergy, LLC		
<b>Street Address:</b>	500 Chestnut Street		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Abilene		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	79602		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5583289	WELLTRAX	
<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>	2147401411		
<b>Email:</b>	jtinker@bellnunnally.com		
<b>Correspondent Name:</b>	Jeffrey Tinker		
<b>Address Line 1:</b>	2323 Ross Ave., Suite 1900		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. Tinker		
<b>SIGNATURE:</b>	/Jeffrey A. Tinker/		
<b>DATE SIGNED:</b>	09/23/2022		
<b>Total Attachments: 2</b>			
source=IP Assignment (Welltrax to PakEnergy) - Executed Copy#page1.tif			
source=IP Assignment (Welltrax to PakEnergy) - Executed Copy#page2.tif			

CH \$40.00 5583289

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made and entered into effective, September 23, 2022 (“Effective Date”), by Welltrax, LLC, an Oklahoma limited liability company (“Assignor”), and PakEnergy, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor, either through itself or through its employees and consultants, was involved in the development of the Welltrax trademark (Reg. No. 5,583,289), the Welltrax software, and all intellectual property related to the Welltrax software, including but not limited to (i) issued patents and patent applications; (ii) trademarks, service marks, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, including all applications and registrations; (iv) trade secrets, know-how, inventions (whether or not patentable), technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (v) internet domain names and social media accounts and pages; (vi) computer programs, software, platforms, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and (vii) all other intellectual property and proprietary rights (collectively, the “Works”).

WHEREAS, it is the intent of the Assignor for the Assignee to own all of the Works;

WHEREAS, Assignor acknowledges that this Assignment is intended to effectuate a complete transfer to Assignee of all rights, title and interest of Assignor, if any, in and to the Works;

NOW, THEREFORE, in consideration of Ten Dollars (US\$10.00), and for additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, assign, transfer and deliver unto Assignee, its successors and assigns, free and clear of all encumbrances, all of their right, title and interest, if any, including domestic and foreign, in and to (i) the Works, together with all intellectual property rights therein, and any other works based upon, derived from, or incorporating the Works, and any registrations therein, (ii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Works, (iii) all causes of action, either in law or in equity, for past, present, or future infringement based on the Works or any portions thereof, together with the right to sue for and collect the same, and (iv) all present and future rights corresponding to the foregoing, in whatever media, whether now known or subsequently developed, including, but not limited to, all moral rights, if any, throughout the entire world.

Assignor further agrees to assist and cooperate with Assignee in all reasonable respects, execute all documents and subject to reasonable availability, give testimony and take all further acts as Assignee or its successors and assigns may deem necessary to acquire, transfer, maintain, secure and enforce the rights assigned herein. Assignor represents and warrants that (i) they have not pledged, mortgaged, assigned or otherwise granted any rights in and to the Works or any portions thereof or any interests therein to any other party, and (ii) to best of Assignor’s knowledge, there exists no adverse claim in or to any aspect of the Works. Assignee has full right and authority to secure copyrights and other proprietary rights in all aspects of the Works throughout the world and to have and hold such rights for the full term. Assignor hereby grants to Assignee a power of attorney, irrevocable and coupled with an interest, to execute for Assignee and in Assignee’s name, all documents and instruments necessary or desirable to effectuate the intents and purpose of this Assignment and to accomplish, evidence and perfect the rights granted to Assignee under this Agreement, including, but not limited to, any documents to apply for and obtain all registrations of copyright or other proprietary rights in and to the Works, or any products or derivative works thereof.

This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

*Signature page follows.*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed under seal as of the date first written above.

**ASSIGNOR:**

WELLTRAX, LLC

By: PakEnergy, LLC,  
its sole member

By: DocuSigned by:  
Brent Rhymes  
~~Brent Rhymes~~  
Chief Executive Officer