

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM840497

<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>
West Texas Gas, Inc.		09/08/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	West Texas Gas Utility, LLC		
<b>Street Address:</b>	303 Veterans Airpark Lane		
<b>Internal Address:</b>	Ste. 5000		
<b>City:</b>	Midland		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	79705		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6338915	WTG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3128622272		
<b>Email:</b>	carrie.rosenburg@kirkland.com		
<b>Correspondent Name:</b>	Carrie Rosenburg		
<b>Address Line 1:</b>	Kirkland and Ellis		
<b>Address Line 2:</b>	300 N LaSalle		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	54935-1		
<b>NAME OF SUBMITTER:</b>	Carrie Rosenburg		
<b>SIGNATURE:</b>	/Carrie Rosenburg/		
<b>DATE SIGNED:</b>	09/19/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of September 8, 2023, is made by and between West Texas Gas, Inc., a Texas corporation (“Assignor”) and West Texas Gas Utility, LLC, a Texas limited liability company (“Assignee”). Capitalized terms used herein and not otherwise defined herein have the meaning set forth in the Merger Agreement (as defined below).

WHEREAS, pursuant to that certain Plan and Agreement of Merger (the “Merger Agreement”), dated as of August 26, 2021, by and among Assignee, Assignor, David L. Davis and Sandra D. Maddox, as independent co-executors of the Estate of James Lee Davis, and David L. Davis and Richard D. Hatchett, as members of the board of directors of Assignor and as the managers of Assignee, the Assignor has agreed to assign to Assignee, and Assignee has agreed to accept, all of the Assignor’s right, title and interest in, to or under certain WTGU Assets including certain trademarks; and

WHEREAS, this Agreement is being executed and delivered in accordance with the Merger Agreement to provide notice of the assignment and transfer of trademarks assigned and transferred under the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Merger Agreement and below, the receipt and sufficiency of which are hereby acknowledged:


1. Assignment. Assignor hereby irrevocably, absolutely, and unconditionally assigns, transfers and conveys to Assignee, all of its right, title and interest in and to the trademarks identified on Schedule I, including all registrations, extensions, and renewals thereof, together with any and all goodwill associated therewith, all rights to collect royalties and other proceeds and payments in connection with the foregoing, and all rights to sue and recover for any past, present or future infringement, dilution, misappropriation or other violation of the foregoing.
2. IP Recordation & Transfer. Assignor hereby authorizes and requests that Assignee file and record with the United States Patent & Trademark Office, the Texas Secretary of State, and any and all other applicable registrars in other jurisdictions throughout the world, and take any other steps necessary to be taken to effect, evidence and perfect the assignments, transfers and conveyances described under the Merger Agreement and this Agreement.
3. Successors and Assigns. The provision of this Agreement shall bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
4. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas without regard to principles of conflict of Laws. In any legal action or proceedings between the Parties, whether arising out of this Agreement or otherwise, each of the Parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in Midland County, Texas.
5. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same agreement. The execution of this Agreement may be evidenced by way of a facsimile,

portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party's or Person's signature, and such portable document format (.pdf), or electronic production or reproduction signature shall be deemed to constitute the original signature of such Party or Person.

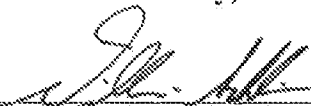
*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the Parties as of the day first above written.

**West Texas Gas, Inc.**


By:   
Name: Richard D. Hatchett  
Title: Executive Vice President

**West Texas Gas Utility, LLC**

By:   
Name: William Schleier  
Title: Executive Vice President

**SCHEDULE I**

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Current Owner of Record</b>
WTG  <b>WTG</b>	U.S. Federal	04-MAY-2021	6338915	WEST TEXAS GAS, INC.
WTG	U.S. State - Texas	02-JAN-1981	38032	WEST TEXAS GAS, INC.