

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3981914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PROPPANT CONTROLS, LLC	12/03/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KSW ENVIRONMENTAL, LLC
<b>Street Address:</b>	6931 S. 66TH E. AVENUE
<b>Internal Address:</b>	SUITE 105
<b>City:</b>	TULSA
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74133
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14686383
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(724)836-2313
<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>Email:</b>	nhla@earthlink.net
<b>Correspondent Name:</b>	NILS H. LJUNGMAN
<b>Address Line 1:</b>	P.O. BOX 130
<b>Address Line 4:</b>	GREENSBURG, PENNSYLVANIA 15601-0130
<b>ATTORNEY DOCKET NUMBER:</b>	NHL-FRA-09-PRI (04 US)
<b>NAME OF SUBMITTER:</b>	NILS H. LJUNGMAN
<b>SIGNATURE:</b>	/Nils H. Ljungman/
<b>DATE SIGNED:</b>	07/28/2016
<b>Total Attachments: 5</b>	
source=US Patent Assignment Agreement#page1.tif	
source=US Patent Assignment Agreement#page2.tif	
source=US Patent Assignment Agreement#page3.tif	
source=US Patent Assignment Agreement#page4.tif	
source=US Patent Assignment Agreement#page5.tif	

## PATENT ASSIGNMENT AGREEMENT – UNITED STATES OF AMERICA

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of December 3, 2014, is made by **PROPPANT CONTROLS, LLC**, a Tennessee limited liability company ("**Seller**") (formerly known as Frac Sand Dust Control, LLC), with its principal place of business at 12721 Old Hickory Boulevard, Antioch, TN 37013, **ROBERT SEAN REININGER** ("**RSR**"), whose address is 12721 Old Hickory Boulevard, Antioch, TN 37013, and **SCOTT S. STUTZMAN** ("**SSS**"), whose address is 712 Stutzman Road, Indiana, PA 15701 (said RSR and SSS being hereinafter referred to collectively as the "**Owners**", and together with Seller, the "**Seller Parties**"), in favor of **KSW ENVIRONMENTAL, LLC**, a Texas limited liability company ("**Buyer**"), with its principal place of business at 6931 S. 66th E. Avenue, Suite 105, Tulsa, OK 74133, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller Parties, dated as of December 3, 2014 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller Parties have conveyed, transferred and assigned to Buyer, among other assets, the Assigned Patents (as defined below), and have agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, the Seller Parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Seller Parties hereby irrevocably convey, transfer and assign to Buyer all of the Seller Parties' right, title and interest in and to the following (the "**Assigned Patents**"):

(a) the U.S. patents and patent applications set forth in Schedule 1 hereto and any and all U.S. patents and applications claiming priority to or based on any the patent applications or patents in Schedule 1, or to which any such patent or patent application claims priority to, the benefit of, or is based on, in each case, whether directly or indirectly, existing or future (the "**Patents and Patent Applications**"); and

(b) all causes of action for past, present, and future infringement of any of the foregoing Patents and Patent Applications and the right to seek and retain any damages resulting therefrom and injunctive relief, together with the right to prosecute such claims, demands and rights of action in Buyer's own name.

2. Recordation and Further Actions. The Seller Parties authorize the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer. Subject to Sections 6.6 and 6.7 of the Asset Purchase Agreement, the Seller Parties will take such steps and actions following the date hereof, to (i) assist the Buyer in the Buyer's efforts to ensure that the Owned Intellectual Property is properly assigned to Buyer, or any assignee or successor thereto, including the execution of any assignments, declarations, documents, files, registrations, or other similar items prepared by Buyer, and (ii) reasonably assist the Buyer in the Buyer's efforts to facilitate the effective prosecution of the patent applications assigned hereunder. Buyer's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any patent rights assigned pursuant to this Patent Assignment, and to take any other actions necessary or incident to the powers granted to Buyer in this Patent Assignment.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent 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 Patent Assignment.

5. Successors and Assigns. This Patent 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 Patent 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 Patent 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 Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller Parties have duly executed and delivered this Patent Assignment as of the date first above written.

**PROPPANT CONTROLS, LLC (Formerly known as Frac Sand Dust Control, LLC)**

BY: 

Name: Robert Sean Reining

Title: Chief Manager

  
**ROBERT SEAN REININGER**

  
**SCOTT S. STUTZMAN**

AGREED TO AND ACCEPTED:

**KSW ENVIRONMENTAL, LLC**

BY: \_\_\_\_\_

Name: John R. Dupre, Jr.

Authorized Representative

## SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

- (a) United States Patent No. 8,562,720 issued October 22, 2013, entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SAND, AND APPARATUS THEREFOR” from that certain United States non-provisional patent application bearing Application Serial No. 13/836,108, filed March 15, 2013;
- (b) United States Patent No. 8,636,832 issued January 28, 2014, entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SAND, AND APPARATUS THEREFOR” from that certain United States non-provisional patent application bearing Application Serial No. 13/959,203, filed August 5, 2013;
- (c) United States non-provisional patent application entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SILICA SAND, AND APPARATUS THEREFOR” bearing Application Serial No. 14/209,478, filed March 13, 2014;
- (d) United States non-provisional patent application entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SAND, AND APPARATUS THEREFOR” bearing Application Serial No. 13/416,256, filed March 9, 2012;
- (e) United States non-provisional patent application entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SAND, AND APPARATUS THEREFOR” bearing Application Serial No. 13/606,913, filed September 7, 2012;
- (f) United States provisional patent application entitled “METHOD AND APPARATUS FOR COLLECTING DUST, SAND DUST, AND/OR SAND DURING HYDRAULIC FRACTURING OF MARCELLUS SHALE” bearing Application Serial No. 61/451,435, filed March 10, 2011;
- (g) United States provisional patent application entitled “METHOD FOR PREPARING PROPPANT, SUCH AS SILICA SAND, RESIN-COATED

SILICA SAND, AND CERAMIC PROPPANT MATERIALS, AND APPARATUS THEREFOR” bearing Application Serial No. 61/590,233, filed January 24, 2012;

- (h) United States provisional patent application entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SILICA SAND, AND APPARATUS THEREFOR” bearing Application Serial No. 61/601,875, filed February 22, 2012;
- (i) United States provisional patent application entitled “METHOD OF REDUCING SILICOSIS CAUSED BY INHALATION OF SILICA-CONTAINING PROPPANT, SUCH AS SILICA SAND AND RESIN-COATED SILICA SAND, AND APPARATUS THEREFOR” bearing Application Serial No. 61/786,274, filed March 14, 2013;
- (j) United States provisional patent application entitled “MAGNETIC VACUUM HOSE COUPLER” bearing Application No. 61/860,605, filed July 31, 2013; and
- (k) United States non-provisional patent application entitled “MAGNETIC VACUUM HOSE COUPLER” bearing Application Serial No. 14/447,777, filed July 31, 2014.