

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4826514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHALEWATER SOLUTIONS, LLC	01/15/2016
RECEIVING PARTY DATA	
Name:	HEP SHALEWATER SOLUTIONS, LLC
Street Address:	1515 WAZEE STREET
Internal Address:	SUITE 300
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61872131
Patent Number:	9731987
Application Number:	15648566
CORRESPONDENCE DATA	
Fax Number:	(412)471-4094
<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>	
Phone:	412-471-8815
Email:	assignments@webblaw.com
Correspondent Name:	THE WEBB LAW FIRM, P.C.
Address Line 1:	ONE GATEWAY CENTER
Address Line 2:	420 FT. DUQUESNE BLVD, SUITE 1200
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222
ATTORNEY DOCKET NUMBER:	8187-1603309
NAME OF SUBMITTER:	CHRISTIAN D. EHRET, REG. NO. 69,743
SIGNATURE:	/Christian D. Ehret/
DATE SIGNED:	02/13/2018
Total Attachments: 7	
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BILL OF SALE

This **BILL OF SALE** (the "**Bill of Sale**") is entered into as of this 15th day of January, 2016, by and among Shalewater Solutions, LLC, a Pennsylvania limited liability company ("**Shalewater**"), ShaleApps, LLC, a Michigan limited liability company ("**ShaleApps**"), Mr. James Chance Richie (the "**Shareholder**") and, together with Shalewater and ShaleApps, the "**Sellers**"), in favor of each of HEP Shalewater Solutions, LLC, a Delaware limited liability company ("**HEP Shalewater**"), and HEP ShaleApps, LLC, a Delaware limited liability company ("**HEP ShaleApps**" and, together with HEP Shalewater, the "**Buyers**"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in that certain Asset Purchase Agreement dated as of November 19, 2015 (as amended, the "**Purchase Agreement**").

WHEREAS, the Sellers and Hillstone Environmental Partners, LLC, a Delaware limited liability company ("**Hillstone**"), have entered into the Purchase Agreement;

WHEREAS, Hillstone is the managing member of each of the Buyers;

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, the Sellers have agreed to sell, convey, assign, transfer and deliver to the Buyers all of their respective right, title and interest of every kind and nature in and to the Purchased Assets.

NOW THEREFORE, in consideration of the mutual covenants, payments and agreements contained herein, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated by reference herein and made a substantive part hereof.
2. Purchase Agreement. This Bill of Sale is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Bill of Sale shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement.
3. Assignment. Shalewater hereby sells, conveys, assigns, transfers and delivers to HEP Shalewater, and its successors and assigns, effective as of the date hereof, all of Shalewater's right, title and interest of every kind and nature in and to its Purchased Assets. ShaleApps hereby sells, conveys, assigns, transfers and delivers to HEP ShaleApps, and its successors and assigns, effective as of the date hereof, all of ShaleApps's right, title and interest of every kind and nature in and to its Purchased Assets. The Shareholder hereby sells, conveys, assigns, transfers and delivers to (a) HEP Shalewater, and its successors and assigns, effective as of the date hereof, all of the Shareholder's right, title and interest of every kind and nature in and to its Purchased Assets primarily related to the business historically conducted by Shalewater and (b) HEP ShaleApps, and its successors and assigns, effective as of the date hereof, all of the Shareholder's right, title and interest of every kind and nature in and to its Purchased Assets primarily related to the business historically conducted by ShaleApps.
4. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.


5. Governing Law. This Bill of Sale shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, including all matters of construction, validity and performance but excluding all other choice of law and conflicts of law rules.
6. Jurisdiction. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court, located in Wilmington, Delaware, in respect of any claim relating to the interpretation and enforcement of the provisions of this Bill of Sale and of the documents referred to in this Bill of Sale, or otherwise in respect of the transactions contemplated hereby and thereby, and hereby waives, and agrees not to assert, as a defense in any Proceeding in which any such claim is made that it is not subject thereto or that such Proceeding may not be brought or is not maintainable in such court or that the venue thereof may not be appropriate or that this Bill of Sale or any such document may not be enforced in or by such court.
7. Binding Effect. This Bill of Sale is binding upon and inures to the benefit of the parties hereto and their respective officers, directors, shareholders, successors and assigns.
8. Conflict. To the extent any provisions of this Bill of Sale are in conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[Signature Page Follows]


IN WITNESS WHEREOF, the foregoing Bill of Sale was executed as of the date first set forth above.

SELLERS:

SHALEWATER SOLUTIONS, LLC

By: 
Name: JAMES CHANCE RICHIE
Title: SOLE MEMBER

SHALEAPPS, LLC

By: 
Name: JAMES CHANCE RICHIE
Title: SOLE MEMBER


Mr. James Chance Richie

BUYERS:

HEP SHALEWATER, LLC

By: Hillstone Environmental Partners, LLC
Its: Managing Member

By: _____
Name:
Title:

HEP SHALEAPPS, LLC

By: Hillstone Environmental Partners, LLC
Its: Managing Member

By: _____
Name:
Title:

IN WITNESS WHEREOF, the foregoing Bill of Sale was executed as of the date first set forth above.

SELLERS:

SHALEWATER SOLUTIONS, LLC

By: _____
Name:
Title:

SHALEAPPS, LLC

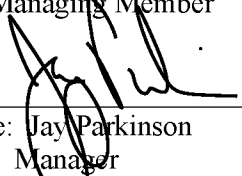
By: _____
Name:
Title:

Mr. James Chance Richie

BUYERS:

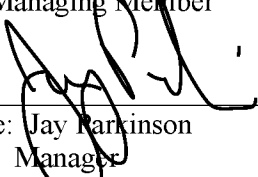
HEP SHALEWATER, LLC

By: Hillstone Environmental Partners, LLC
Its: Managing Member

By:  _____
Name: Jay Parkinson
Title: Manager

HEP SHALEAPPS, LLC

By: Hillstone Environmental Partners, LLC
Its: Managing Member

By:  _____
Name: Jay Parkinson
Title: Manager

SELLERS DISCLOSURE SCHEDULE

TO ASSET PURCHASE AGREEMENT

**BY AND AMONG SHALEWATER SOLUTIONS, LLC, SHALEAPPS, LLC, MR. JAMES
CHANCE RICHIE AND HILLSTONE ENVIRONMENTAL PARTNERS, LLC**

This Sellers Disclosure Schedule is part of and is delivered pursuant to that certain Asset Purchase Agreement dated as of November 19, 2015 (the "*Purchase Agreement*"), by and among Shalewater Solutions, LLC, a Pennsylvania limited liability company, ShaleApps, LLC, a Michigan limited liability company, Mr. James Chance Richie, and Hillstone Environmental Partners, LLC. Capitalized terms used and not otherwise defined in this Sellers Disclosure Schedule will have the meaning ascribed to them in the Purchase Agreement.

Schedule 5.13
Proprietary Rights

(a)

Patent Applications:

- United States Patent Application No. 14/094,981; Pub. No. US 2014/0195454 A1 (July 10, 2014); System, method, and apparatus for managing fluid transportation. (Owner: ShaleApps, LLC)
- United States Patent Application No. 14/095,043; Pub. No US 2014/0195453 A1 (July 10, 2014); System, method, and apparatus for managing fluid transportation. (Owner: ShaleApps, LLC)
- United States Patent Application No. 14/471,186;- Pub. No US 2015/0060369 A1 (March 5, 2015); Mobile flowback and produced water re-use system and method. (Owner: Shalewater Solutions, LLC)
- United States Patent Application No. 14/559,143;- Pub. No. US 2015/0153402 A1 (June 4, 2015) System, method, and apparatus for verifying groundwire connections on a vehicle. (Owner: ShaleApps, LLC)
- World Intellectual Property Organization Application No. PCT/US2014/053347; Pub. No.- WO 2015/031719 A2 (March 5, 2015); Mobile flowback and produced water re-use system and method. (Owner: Shalewater Solutions, LLC)
- United States Design Patent Application No. 29/494,282 (June 19, 2014) Display screen with graphical user interface. (Owner: ShaleApps, LLC)
- United States Provisional Patent Application No. 62/083,466 (November 24, 2014) System and Method for Incident Reporting and Notification. (Owner: ShaleApps, LLC)
- United States Patent Application No. 14/736,583 (June 11, 2015); System, Method and Apparatus for Generating Ratings for Material Transportation. (Owner: ShaleApps, LLC)

Trademark Applications and Registrations:

- US Trademark/Service Mark Application; Serial Number 86091657 (October 15, 2013); "SHALEAPPS". (Owner: Shalewater Solutions, LLC)
- US Trademark/Service Mark Application; Serial Number 86199852 (February 21, 2014); "SHALEWATER". (Owner: Shalewater Solutions, LLC)
- US Trademark/Service Mark Application; Serial Number 86199843 (February 21, 2014); "SHALEWATER SOLUTIONS". (Owner: Shalewater Solutions, LLC)
- US Trademark/Service Mark Application; Serial Number 86246068 (April 8, 2014); "TRANSFORMING THE FUTURE OF WATER RESOURCES". (Owner: Shalewater Solutions, LLC)
- US Trademark/Service Mark Application; Serial Number 86610401 (April 27, 2015)



- US Trademark/Service Mark Application; Serial Number 86199863 (February 21, 2014)
(Owner: Shalewater Solutions, LLC)
- Canadian Application for the Registration of a Trade-Mark; No. 1672809 (April 15, 2014);
"SHALEAPPS". (Owner: Shalewater Solutions, LLC)
- United States Patent and Trade Office, Reg. No. 4,539,234 (May 27, 2014); "ShaleClear".
(Owner: Shalewater Solutions, LLC)
- United States Patent and Trade Office, Reg. No. 4,672,306 (January 13, 2015); "ShaleFloc".
(Owner: Shalewater Solutions, LLC)

