

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriStar Global Energy Solutions, Inc.		10/01/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	One Riverway, Suite 2100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85919482		
Serial Number:	85074432	TRISTAR	
Serial Number:	85833374	TRISTAR LOGISTICS SERVICES	
Serial Number:	85833371	TRISTAR INDUSTRIAL LOGISTICS SERVICES	
Serial Number:	85191132	TRISTAR GLOBAL ENERGY SOLUTIONS	
Serial Number:	85919489	TRISTAR GLOBAL ENERGY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-892-4831		
Email:	tmorris@nathansommers.com		
Correspondent Name:	Tammy Morris		
Address Line 1:	2800 Post Oak Boulevard, 61st Floor		
Address Line 4:	Houston, TEXAS 77056		

OP \$165.00 85919482

NAME OF SUBMITTER:	Tammy Morris
Signature:	/Tammy Morris/
Date:	10/02/2013
Total Attachments: 3 source=Trademark Security Agreement-Borrower#page1.tif source=Trademark Security Agreement-Borrower#page2.tif source=Trademark Security Agreement-Borrower#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 1st day of October, 2013, between TRISTAR GLOBAL ENERGY SOLUTIONS, INC., a Texas corporation, having a place of business at 12600 N. Featherwood Drive, Suite 330, Houston, Texas 77034 ("Grantor") and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, having a place of business at One Riverway, Suite 2100, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Credit Agreement dated as of October 1, 2013, as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 1, 2013, among Grantor, Global Vapor Control, Inc., a Texas corporation, Tristar Petroserv, Inc., a Texas corporation, United Laboratories International, LLC, a Delaware limited liability company, and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of the Trademarks and Trademark Applications owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Secured Obligations (as defined in the Security Agreement);

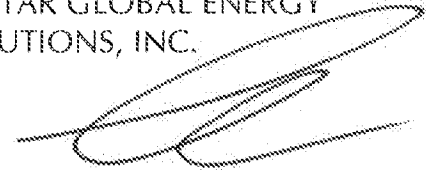
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


TRISTAR GLOBAL ENERGY SOLUTIONS, INC.

By: 
Thomas P. McQueary
President

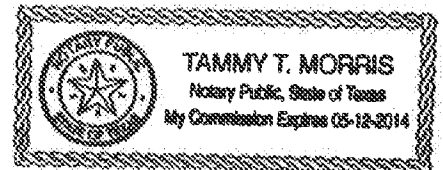
STATE OF TEXAS)
)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas P. McQueary, President of TRISTAR GLOBAL ENERGY SOLUTIONS, INC., a Texas corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of September, 2013.


Notary Public
My Commission Expires: 5/12/2014

Notorial Seal



SCHEDULE A

Trademarks [TRISTAR GLOBAL]

1. Trademarks

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
NONE			
Pending Trademark Applications			
Country	Trademark	Serial No.	Filing Date
U.S.	Partial Star Design with Process Flow Arrows logo	85919482	4/30/13
U.S.	TriStar	85074432	6/29/10
U.S.	TriStar Industrial Logistics Service	85833374	1/27/13
U.S.	TriStar Logistics Services	85833371	1/27/13
U.S.	TriStar logo	85191132	12/6/10
U.S.	Tristar logo	85919489	4/30/13

Trademark Applications in Preparation				
Country	Docket No.	Expected Filing Date	Inventor(s)	Title
NONE				