

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 Petroserv, 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: 3			
Property Type	Number	Word Mark	
Serial Number:	85074437	TRISTAR PETROSERV	
Serial Number:	85191150	TRISTAR PETROSERV	
Serial Number:	85918767	TRISTAR PETROSERV	
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		
NAME OF SUBMITTER:	Tammy Morris		
Signature:	/Tammy Morris/		

OP \$90.00 85074437

900267740

TRADEMARK
 REEL: 005122 FRAME: 0934

Date:

10/02/2013

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 1st day of October, 2013, between TRISTAR PETROSERV, 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, TRISTAR GLOBAL ENERGY SOLUTIONS, INC., a Texas corporation ("~~Borrower~~"), and Lender have entered into that certain Credit Agreement dated as of October, 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, 2013, among Grantor, Borrower, Global Vapor Control, 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 PETROSERV, INC.

By:



Thomas P. McQueary
President

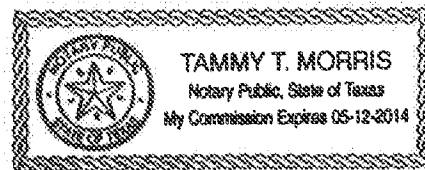
STATE OF TEXAS)
)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Thomas P. McQueary, President of TRISTAR PETROSERV, 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

Notarial Seal



SCHEDULE A

Trademarks [TRISTAR PETROSERV]

I. Trademarks

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
NONE			
Pending Trademark Applications			
Country	Trademark	Serial No.	Filing Date
U.S.	TriStar PetroServ	85074437	6/29/10
U.S.	TriStar PetroServ logo	85191150	12/6/10
U.S.	TriStar PetroServ logo	85918767	4/30/13

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