TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Stallion Oilfield Services		05/06/2008	CORPORATION:	

RECEIVING PARTY DATA

Name:	Stallion Oilfield Services, Ltd.	
Street Address:	950 Corbindale Road	
Internal Address:	Suite 300	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77024	
Entity Type:	LIMITED PARTNERSHIP: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77369280	SRG

CORRESPONDENCE DATA

Fax Number: (713)615-5243

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-758-3554

Email: iptldocket@velaw.com

Correspondent Name: Phillina Lai

Address Line 1: 1001 Fannin Street
Address Line 2: 2500 First City Tower

Address Line 4: Houston, TEXAS 77002-6760

STA136/5-031US
Phillina Lai
/phillinalai/
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TRADEMARK REEL: 003772 FRAME: 0644

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Date:	05/06/2008			
Total Attachments: 3				
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 6, 2008 between Stallion Oilfield Services, a corporation having a principal place of business located at 950 Corbindale Rd., Suite 300, Houston, Texas 77024 ("Assignor"), and Stallion Oilfield Services, Ltd., a limited partnership having a principal place of business located at 950 Corbindale Rd., Suite 300, Houston, Texas 77024 ("Assignee").

RECITALS

- A. Assignor is the owner of all right, title, and interest in, and the goodwill associated with the mark listed in Exhibit A (the "*Transferred Trademark*").
- B. Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire, all right, title, and interest in the Transferred Trademark, including the goodwill associated with the Transferred Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby conveys and assigns to Assignee, and its successors and assigns, all of its right, title, and interest throughout the world in and to the Transferred Trademark, together with the goodwill associated therewith, any existing or future registrations of said Transferred Trademark, and all common law rights associated with said Transferred Trademark, together with all income, royalties, and payments now or hereafter due or payable with respect thereto, and in and to all rights to sue, counterclaim, and recover under all causes of action (either in law or in equity) and other rights assertable under said Transferred Trademark, including the right to sue for past, present, and future infringement of, or other unauthorized use or improper activities regarding, said Transferred Trademark, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor releases and waives all claims, if any, against Assignee in connection with the Transferred Trademark. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks (and any similarly situated government official of any foreign country) to recognize Assignee as the legal owner of the Transferred Trademark, for Assignee's sole use and benefit and for the use and benefit of Assignee's legal representatives, to the full end of the term (including any extensions or renewals) for which the Transferred Trademark may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Signature Page Follows

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TRADEMARK REEL: 003772 FRAME: 0646 IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

Assignee:

Stallion Oilfield Services, Ltd.

By: C

Title:

DOUGLAS E. STEWART VICE PRESIDENT

 ${\bf Assignor}:$

Stallion Oilfield Services

Name: Title:

DOUGLAS E. STEWART

Exhibit A

Mark	Application No./ Registration No.	Filing Date/ Registration Date
SRG	77/369,280	January 11, 2008

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RECORDED: 05/06/2008

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