

**ASSIGNMENT OF OVERRIDING ROYALTY INTEREST****STATE OF TEXAS           §****COUNTY OF LASALLE   §**

The **Sandra Brooks 2003 Family Trust**, whose address is 3333 Allen Parkway, Suite 2701, Houston, Texas 77019 ("Assignor"), desires to assign to TOK Energy, LLC, whose address is 1218 COLUMBUS #4 HOUSTON, TX ("Assignee"), an overriding royalty interest in the Wellbore as described below. **77019**

For adequate consideration, Assignor transfers, assigns, and conveys to Assignee an overriding royalty interest equal to an undivided one percent (1%) of one hundred percent (100%) in the Talbutt Trust A-1H Well, API No. 283-32466 (the "Well"), and all of the oil, gas, and other minerals produced, saved, and marketed from said well at any depth between the surface and the stratigraphic equivalent of one hundred feet below the base of the Eagle Ford Formation in said Well (the "Override").

The Override is assigned to Assignee free and clear of all costs and expenses of exploration, production, and operations and shall be paid on the same basis and terms as the royalty payable to the Lessor on production from the Well pursuant to the applicable Oil and Gas Lease(s). The Override shall bear and pay its proportionate part of all applicable taxes.

Should the Lease on which the Well is located be renewed or extended within 6 months of the expiration date(s) of the primary term of said Lease, the Override in the Well shall be effective as to the renewed or extended Lease. Should the Well be abandoned due to mechanical failure or loss of the wellbore and drilling operations on a replacement well be commenced by the lessee within 120 days after the date on which production ceased from the Well due to the mechanical failure or loss, the Override shall be effective as to the replacement well. Assignee hereby grants to Assignor, Assignor's successors and assigns and the lessees under any Oil and Gas Lease applicable to the Well or any replacement well the right and authority to pool the lease or lands on which the Well is located, in whole or in part, with other lands or leases without the consent or joinder of Assignee. In that event, the Override shall be proportionately reduced in accordance with such pooling.

Assignee shall not be entitled to the Override in any other well located on the lease on which the Well is located or on lands pooled with the lease, this Assignment being an assignment of the Override in the Well (or replacement well) only.


This Assignment is made without warranty, either express or implied. The terms and provisions of this Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors, and assigns.

**Texas Royalty Brokers**

This Assignment is signed by Assignor to be effective for all purposes as of January 1, 2012.

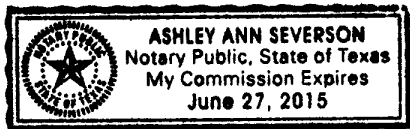
**ASSIGNOR:**

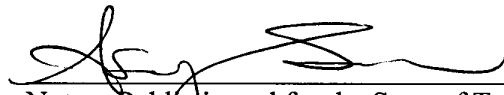
THE SANDRA BROOKS 2003 FAMILY TRUST

By:   
Todd Alan Brooks, Trustee

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30<sup>th</sup> day of December, 2011 by Todd Alan Brooks, in his capacity as Trustee of The Sandra Brooks 2003 Family Trust, on behalf of said Trust.



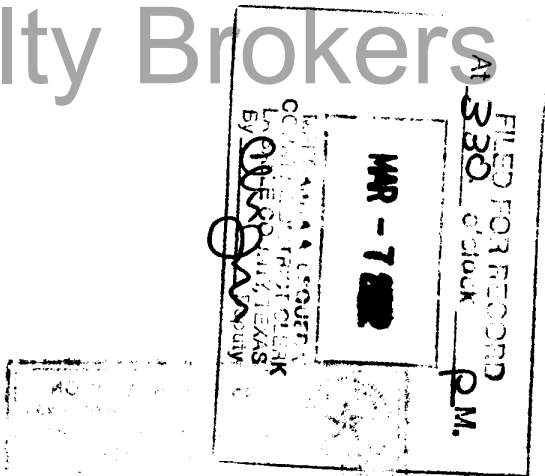
  
Notary Public in and for the State of Texas

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HONORABLE MARGARITA A ESQUEDA  
COUNTY CLERK  
By  
Villarreal Marisa,

LA SALLE COUNTY  
ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW.

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