

04-21-2008

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103497792

To the Director of the U. S. Patent and Trademark Office, 103497792 _____ (Indicate the serial number, if any, of the document to which this document is related, or the new address(es) below.)

1. Name of conveying party(ies):

TX ENERGY SERVICES, LLC, as successor
by merger to Texas Energy Services,
L.P.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other Limited Liability Company

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 10, 2008

- Assignment Merger
- Trademark Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A.

Internal Address: _____

Street Address: 2000 W. Sam Houston

Parkway South, Suite 600

City: Houston

State: Texas

Country: USA Zip: 77042

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77/248746 and 77/248310

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Texas Energy & Design (trademark), Regn. No. 77/248746, Regn. Date: 08/07/07

Texas Size Service (trademark), Regn. No. 77/248310, Regn. Date: 08/06/07

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thompson & Knight LLP

Internal Address: Attn: Susan M. Smith

Street Address: 333 Clay Street, Suite 3300

City: Houston

State: Texas Zip: 77345

Phone Number: 713/653-8470

Fax Number: 713/654-1871

Email Address: susan.smith@tklaw.com

6. Total number of applications and registrations involved:

Two (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Check up to \$350.00

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date 04/18/2008 - 03/31/2009

b. Deposit Account Number 00000064 77248746

Authorized User Name _____

40.00
25.00

9. Signature: Susan M. Smith, CP

Signature

April 16, 2008

Date

Susan M. Smith, CP

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2008 (this "Agreement"), between CITIBANK, N.A., a national banking association, as the Secured Party under the Security Agreement referred to below (together with its successors and assigns, the "Secured Party"), and TX ENERGY SERVICES, LLC, as successor by merger to Texas Energy Services, L.P. (the "Grantor").

W I T N E S S E T H:

WHEREAS, Grantor, C.C. Forbes, LLC, a Delaware limited liability company ("C.C. Forbes") and Superior Tubing Testers, LLC, a Delaware limited liability company ("Superior" and together with Grantor and C.C. Forbes, collectively, the "Borrowers"), Forbes Energy Services LLC, a Delaware limited liability company (the "Parent") and the Secured Party have entered into the Credit Agreement, dated as of April 10, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Parent, the Borrowers and, Forbes Energy Capital Inc., a Delaware corporation ("Capital") (other than the Additional Grantor) have entered into the Security Agreement, dated as of April 10, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Secured Party and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Secured Party in the Grantor's Trademarks.

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

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Secured Party, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;

(ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(x) all rights to sue for past, present or future infringements of any of the foregoing;

(xi) all good will related to any of the foregoing;

(xii) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and

(xiii) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO THAT CERTAIN INTERCREDITOR AGREEMENT OF EVEN DATE HERewith BETWEEN THE SECURED PARTY, WELLS FARGO BANK, N.A., FORBES ENERGY SERVICES LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "COMPANY"), AND EACH OF THE OTHER GRANTORS (DEFINED THEREIN) THAT ACKNOWLEDGE SUCH AGREEMENT FROM TIME TO TIME (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

(Signature page follows.)

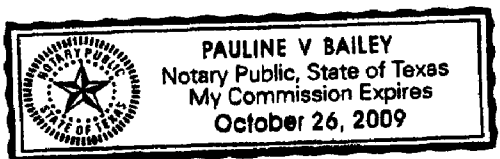
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

TX ENERGY SERVICES, LLC

By: John E. Crisp
Name: John E. Crisp
Title: President, Chief Executive Officer and Secretary

STATE OF TEXAS)
COUNTY OF Jim Wells) ss:

On this 10th day of April, 2008, before me personally appeared John E. Crisp, to me known who, being by me duly sworn, did depose and say that he is the President, Chief Executive Officer and Secretary of TX ENERGY SERVICES, LLC, the institution described herein, and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by TX ENERGY SERVICES, LLC.



Pauline V. Bailey
Notary Public

Accepted and acknowledged by:

CITIBANK, N.A.,
as Secured Party

By: John W. Stam
Name: John W. Stam
Title: Vice President

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

On this 10th day of April, 2008, before me personally appeared John W. Stam, to me known who, being by me duly sworn, did depose and say that he is a Vice President of CITIBANK, N.A., the institution described herein, and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by CITIBANK, N.A..

Cody Cannon
Notary Public



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TRADEMARK SECURITY AGREEMENT - SIGNATURE PAGE

TRADEMARK
REEL: 003763 FRAME: 0920

Schedule A
to Trademark Security Agreement

Grantor	Trademarks	Country	Registration No.	Registration Date
TX Energy Services, LLC	Texas Energy & Design	USA	77/248746	August 7, 2007
TX Energy Services, LLC	Texas Size Service	USA	77/248310	August 6, 2007

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RECORDED: 04/18/2008

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