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
TX Energy Services, LLC		10/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	246 Goose Lane; Suite 105
Internal Address:	Attn: Joseph P. O'Donnell
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	Federal State Bank: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77248746	TEXAS TE ENERGY
Serial Number:	77248310	TEXAS SIZE SERVICE

CH $65.00 77248746

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: 1585 Broadway
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	31713-003/ TX ENERGY
NAME OF SUBMITTER:	Jenifer deWolf Paine

Signature:	/Jenifer deWolf Paine/
Date:	10/07/2009

Total Attachments: 6
source=TX Energy Trademark Security#page1.tif
source=TX Energy Trademark Security#page2.tif
source=TX Energy Trademark Security#page3.tif
source=TX Energy Trademark Security#page4.tif
source=TX Energy Trademark Security#page5.tif
source=TX Energy Trademark Security#page6.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2009 (this "Agreement"), between WILMINGTON TRUST FSB, as the First Priority Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "First Priority Collateral Agent"), and TX Energy Services, LLC (the "Grantor").

W I T N E S S E T H:

WHEREAS, Forbes Energy Services LLC, a Delaware limited liability company (the "Company"), Forbes Energy Capital Inc., a Delaware corporation ("Capital," and together with the Company, the "Issuers"), the guarantors named therein or added thereto by supplement (the "Guarantors") and the First Priority Collateral Agent have entered into the Indenture, dated as of October 2, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture");

WHEREAS, in connection with the Indenture, the Issuers and the Guarantors (including the Grantor) have entered into the Security Agreement, dated as of October 2, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the First Priority Collateral Agent for the benefit of the Trustee and the Holders (as defined in the Indenture);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the First Priority Collateral Agent 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 Grantor has agreed to execute and deliver this Agreement in order to perfect the security interest of the First Priority Collateral Agent 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 First Priority Collateral Agent, for the benefit of the Trustee and the Holders 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:

TRADEMARK
REEL: 004074 FRAME: 0966

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, Domain 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, Domain 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 First Priority Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Indenture;

(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;

TRADEMARK
REEL: 004074 FRAME: 0967

(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 First Priority Collateral Agent 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 GRANTOR 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 FINANCING 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 FIRST PRIORITY COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, THE ISSUERS, THE GUARANTORS AND THE OTHER SUBSIDIARY GRANTORS 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.

SECTION 7. First Priority Collateral Agent. In connection with its execution and acting hereunder, the First Priority Collateral Agent is entitled to all rights, privileges, protections, immunities, benefits and indemnities provided to it under the Indenture and the Security Agreement, all of which are incorporated by reference herein, *mutatis mutandis*.

(Signature page follows.)

TRADEMARK
REEL: 004074 FRAME: 0968

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: _____
Name: John E Crisp
Title: President & CEO

STATE OF TEXAS)
) ss:
COUNTY OF JIM WELLS)

On this 1st day of October, 2009, before me personally appeared John E. CRISP, to me known who, being by me duly sworn, did depose and say that he/~~she~~ is President/CEO of TX ENERGY SERVICES, LLC, the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by TX ENERGY SERVICES, LLC.

_____
Notary Public

GIANCARLO NISIMBLAT
Notary Public, State of Texas
My Commission Expires
February 27, 2010

[Signature Page to Trademark Security Agreement – TX Energy Services, LLC]

Accepted and acknowledged by:

WILMINGTON TRUST FSB,
as First Priority Collateral Agent

By: _____
Name: Timothy P. Mowdy
Title: Vice President

STATE OF Minnesota)
) ss:
COUNTY OF Hennepin)

On this 2nd day of October, 2009, before me personally appeared Timothy P. Mowdy, to me known who, being by me duly sworn, did depose and say that he/she is Vice President of WILMINGTON TRUST FSB, the institution described herein, and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by WILMINGTON TRUST FSB.

_____
Notary Public

JANE Y SCHWEIGER
Notary Public
Minnesota
My Comm. Expires Jan 31, 2010

Signature Page to Trademark Security Agreement

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