

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stallion Oilfield Services Ltd.		01/28/2010	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	Attention: Brian Costa		
Internal Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Connecticut branch of a Swiss entity:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3496054	EVERYTHING BUT THE RIG	
Registration Number:	3642886	STALLION	
Registration Number:	3144846	STALLION OILFIELD SERVICES	
Registration Number:	3532616	STARCOMM	
Registration Number:	3317824	STARCOMM STALLION REMOTE COMMUNICATIONS	
Registration Number:	3302264	STARCOMM STALLION REMOTE COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 3496054

TRADEMARK

900154370

REEL: 004146 FRAME: 0491

ATTORNEY DOCKET NUMBER:	038266-0146
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/09/2010
Total Attachments: 5 source=AR TM Security Agreement (2)#page1.tif source=AR TM Security Agreement (2)#page2.tif source=AR TM Security Agreement (2)#page3.tif source=AR TM Security Agreement (2)#page4.tif source=AR TM Security Agreement (2)#page5.tif	

Amended and Restated Trademark Security Agreement

Amended and Restated Trademark Security Agreement (this "Agreement"), dated as of January 28, 2010, by Stallion Oilfield Services Ltd. (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to the Amended and Restated Security Agreement dated as of January 28, 2010 (as amended from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Agreement;

WHEREAS, the Pledgor has prior to the date hereof executed and delivered one or more Trademark Security Agreements in favor of the Collateral Agent (such prior agreements, collectively, the "Existing Trademark Security Agreement") and this Agreement is intended to amend and restate the Existing Trademark Security Agreement in its entirety.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions

of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Effect of Amendment and Restatement. Upon the effectiveness hereof, this Agreement amends and restates in its entirety as the date hereof the Existing Trademark Security Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and pursuant to the Loan Documents are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Secured Obligations or any other obligations owing to the Lenders, the Administrative Agent or the Collateral Agent under the Existing Trademark Security Agreement or any other Loan Document. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests pursuant to Section 2 of this Agreement is not intended to, nor shall it be construed to, constitute a release of any prior security interests granted by the Pledgor in favor of the Collateral Agent on behalf of the Secured Parties in or to any Trademarks or any other property of the Pledgor, but is intended to constitute a reconfirmation of the prior security interests granted by the Pledgor (either directly or as successors to the relevant Pre-Petition Pledgor) in favor of the Collateral Agent on behalf of the Secured Parties in and to the Pledged Collateral noted in Section 2 hereof.

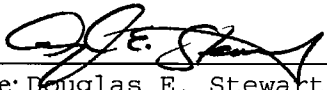
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STALLION OILFIELD SERVICES LTD., as
Pledgor

By: Stallion Interests, LLC, its general partner

By: 
Name: Douglas E. Stewart
Title: Vice President & Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Amended and Restated Trademark Security Agreement

IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STALLION OILFIELD SERVICES LTD., as
Pledgor

By: Stallion Interests, LLC, its general partner

By: _____
Name:
Title:

Accepted and Agreed:



UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:  _____
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

By:  _____
Name: Irja R. Otsa
Title: Associate Director
Banking Products
Services, US

Amended and Restated Trademark Security Agreement

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Mark	Application No. Filing Date	Registration No. Registration Date
EVERYTHING BUT THE RIG	78/886,909 05/18/06	3,496,054 09/02/08
STALLION	77/616,938 11/18/08	3,642,886 06/23/09
	78/667,351 07/11/05	3,144,846 09/19/06
STARCOMM	78/896,203 05/30/06	3,532,616 11/11/08
STARCOMM STALLION REMOTE COMMUNICATIONS	78/896,597 05/31/06	3,317,824 10/23/07
	78/896,590 05/31/06	3,302,264 10/02/07

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