

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Flotek Industries, Inc.		03/31/2010	CORPORATION: DELAWARE
Teledrift Company		03/31/2010	CORPORATION: DELAWARE
Flotek Paymaster Inc.		03/31/2010	CORPORATION: TEXAS
Material Translogistics, Inc.		03/31/2010	CORPORATION: TEXAS
Petrovalve, Inc.		03/31/2010	CORPORATION: DELAWARE
Turbeco, Inc.		03/31/2010	CORPORATION: TEXAS
USA Petrovalve, Inc.		03/31/2010	CORPORATION: TEXAS
Flotek International, Inc.		03/31/2010	CORPORATION: DELAWARE
Padko International Incorporated		03/31/2010	CORPORATION: OKLAHOMA
Flotek Ecuador Management, LLC		03/31/2010	LIMITED LIABILITY COMPANY: TEXAS
Flotek Ecuador Investments, LLC		03/31/2010	LIMITED LIABILITY COMPANY: TEXAS
CESI Chemical, Inc.		03/31/2010	CORPORATION: OKLAHOMA
CESI Manufacturing, LLC		03/31/2010	LIMITED LIABILITY COMPANY: OKLAHOMA
Sooner Energy Services, LLC		03/31/2010	LIMITED LIABILITY COMPANY: OKLAHOMA
Flotek Industries FZE		03/31/2010	COMPANY: UNITED ARAB EMIRATES.

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	5555 San Felipe Street, Suite 1150
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77056
<b>Entity Type:</b>	national association: UNITED STATES

PROPERTY NUMBERS Total: 1

**900159099**

**TRADEMARK  
 REEL: 004181 FRAME: 0808**

**OP \$40.00 3620715**

Property Type	Number	Word Mark
Registration Number:	3620715	STIMLUBE

**CORRESPONDENCE DATA**

Fax Number: (612)766-1600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 612-766-6911  
Email: scarlson@faegre.com  
Correspondent Name: Susan Carlson  
Address Line 1: 90 South 7th St Ste 2200  
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	04/07/2010

Total Attachments: 7  
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## JUNIOR LIEN PATENT AND TRADEMARK SECURITY AGREEMENT

This Junior Lien Patent and Trademark Security Agreement dated as of March 31, 2010 (the "Patent and Trademark Security Agreement") is made by Flotek Industries, Inc., a Delaware corporation (the "Debtor") and each subsidiary of the Debtor signatory hereto (together with the Debtor, the "Grantors" and individually, a "Grantor"), in favor of U.S. Bank National Association, as Collateral Agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties (as defined herein).

### Preliminary Statement

Pursuant to that certain Exchange Agreement dated as of March 31, 2010 (as amended or otherwise modified from time to time, the "Exchange Agreement") among Debtor, the other Grantors and Whitebox Hedged High Yield Partners, LP ("WHHY"), IAM Mini-Fund 14 Limited ("IAM"), Pandora Select Partners, LP ("Pandora"), Whitebox Special Opportunities Fund, LP – Series B ("WSOB"), Whitebox Combined Partners, LP ("WCP"), Whitebox Convertible Arbitrage Partners, LP ("WCAP"), Whitebox Intermarket Partners LP ("WIP"), ECF Value Fund, L.P. ("ECF"), ECF Value Fund II, L.P. ("ECF II") and ECF Value Fund International Ltd. ("ECF International", together with WHHY, IAM, Pandora, WSOB, WCP, WCAP, WIP, ECF and ECF II, collectively, the "Exchanging Noteholders"), the Debtor is issuing to the Exchanging Noteholders up to \$36,004,000 in aggregate principal amount of the Company's 5.25% Convertible Senior Secured Notes due 2028 (together with any notes issued in substitution or exchange therefor, and as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Notes").

Grantors own the patents, patent registration, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on Schedule I attached hereto and by this reference incorporated herein.

In connection with the Exchange Agreement, the Grantors entered into a Junior Lien Pledge and Security Agreement of even date herewith (as amended or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement), pursuant to which the Grantors have granted to the Collateral Agent a security interest in all right, title and interest of the Grantors in and to the Intellectual Property Collateral, as such term is defined in the Pledge and Security Agreement, including, without limitation, all right, title and interest of Grantors, in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral (each as defined in the Pledge and Security Agreement), set forth on Schedule I attached hereto, to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby further confirm, and put on the public record, their grant to the Collateral Agent of a security interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent and Trademark Collateral");

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including but not limited to all the property set forth as "Patents" on Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including but not limited to all of the property set forth as "Trademarks" on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (iii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, and (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and to the extent applicable clause (iii); and

(c) all products and proceeds of the foregoing, and rights associated therewith, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of infringement suits, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations or licenses referred to herein, the patent or trademark registrations issued with respect to the patent or trademark applications referred to herein and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license.

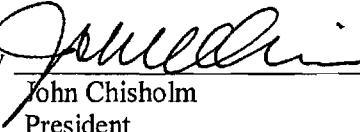
This security interest is granted in conjunction with the security interests granted to Secured Parties pursuant to the Pledge and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on following page]

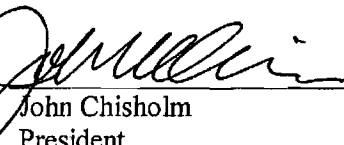
IN WITNESS WHEREOF, each of the parties hereto has caused this Junior Lien Patent and Trademark Security Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

GRANTORS:

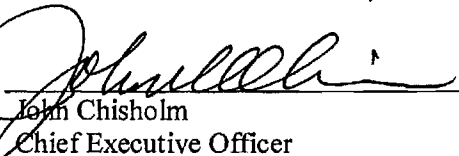
**FLOTEK INDUSTRIES, INC.**

By  \_\_\_\_\_  
John Chisholm  
President

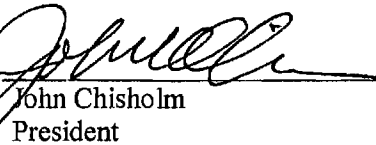
**TELEDRIFT COMPANY  
FLOTEK PAYMASTER INC.  
MATERIAL TRANSLOGISTICS, INC.  
PETROVALVE, INC.  
TURBECO, INC.  
USA PETROVALVE, INC.  
FLOTEK INTERNATIONAL, INC.  
PADKO INTERNATIONAL INCORPORATED  
FLOTEK ECUADOR MANAGEMENT, LLC  
FLOTEK ECUADOR INVESTMENTS, LLC**

By  \_\_\_\_\_  
John Chisholm  
President

**CESI CHEMICAL, INC.  
CESI MANUFACTURING, LLC  
SOONER ENERGY SERVICES, LLC**

By  \_\_\_\_\_  
John Chisholm  
Chief Executive Officer

**FLOTEK INDUSTRIES FZE**

By  \_\_\_\_\_  
John Chisholm  
President

*Signature Page to Junior Lien Patent and Trademark Security Agreement*

**TRADEMARK  
REEL: 004181 FRAME: 0812**

**SCHEDULE I  
TO  
JUNIOR LIEN PATENT AND TRADEMARK SECURITY AGREEMENT**

**Item A. Patent Collateral**

Issued Patents

<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor(s)</b>	<b>Title</b>
USA	6,533,034	3/18/2003	Troy Barger	Centralized Stop Collar for Floating Centralizer
USA	5,829,952	11/3/1998	Darrel W. Shadden	Check Valve with Reversible Valve Ball and Seat
Canada	2,017,405	2/21/1995		Ball and Seat-Type Valve for Downhole Rod Pump
Canada	2,478,433	12/8/2009	John T. Pursley, David L. Holcomb and Glenn S. Penny	Composition and Process for Well Cleaning
Venezuela	52500	10/7/1994		Ball and Seat-Type Valve for Downhole Rod Pump
USA	6,761,215	7/13/2004	James Eric Morrison and Guy Morrison, III	Downhole Separator Method
China (Peoples Republic)	ZL03824239.7	7/18/2007		Downhole Separator and Method
Eurasian Patent Organization	007040	8/18/2006		Downhole Separator and Method

<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor(s)</b>	<b>Title</b>
USA	7,122,509	10/17/2006	John Todd Sanner, Glenn S. Penny and Roger Padgham	High Temperature Foamer Formulations for Downhole Injection
USA	7,544,639	6/9/2009	John T. Pursley, David L. Holcomb and Glenn S. Penny	Composition and Process for the Treatment of Hydrogen Sulfide
USA	7,380,606	6/3/2008	John T. Pursley, David L. Holcomb and Glenn S. Penny	Composition and Process for Well Cleaning
Australia	2003278716	1/8/2009		Downhole Separator and Method

Pending Patent Applications

<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor(s)</b>	<b>Title</b>
Patent Cooperation Treaty	PCTUS9602445	2/23/1996		Improved Valve Plunger for a Ball and Seat-Type Check Valve
Canada	2,497,929	8/20/2003		Downhole Separator and Method

Country	Serial No.	Filing Date	Inventor(s)	Title
Patent Cooperation Treaty/European Patent Office	03716227.8	2/28/2003	John T. Pursley, David L. Holcomb and Glenn S. Penny	Composition and Process for Well Cleaning
Patent Cooperation Treaty/Norwegian National	2004 4148	2/28/2003	John T. Pursley, David L. Holcomb and Glenn S. Penny	Composition and Process for Well Cleaning
USA	339,248 <i>Abandoned</i>	1/25/2006	Michael M. Brezinski	Method of Treating a Subterranean Formation in the Presence of Ferric Ions and/or Sulfide Ions
USA	518,648	9/11/2006	Manoj Gopalan and Stephen B. Poe	Measurement While Drilling Apparatus and Method of Using the Same
Patent Cooperation Treaty	Publication No. WO/2007/033126	9/12/2006		Measurement While Drilling Apparatus and Method of Using the Same
USA	Application No. 12/156,201	5/30/2008		Process for Well Cleaning
USA	Application No. 12/268,408	11/10/2008		Drag-Reducing Copolymer Compositions
USA	Application No. 61/174,617	5/1/2009		Low Friction Centralizer



Country	Serial No.	Filing Date	Inventor(s)	Title
USA	Application No. 12/618,535  Priority No. 61/114,125	11/13/2009		Water-in-Oil Microemulsions for Oilfield Applications

Patent Applications in Preparation

NONE.

**Item B. Trademark Collateral**

Trademarks

Country	Trademark	Registration No.	Issue Date
USA	STIMLUBE	3,620,715	5/12/2009

Trademark Applications in Preparation

Country	Trademark
USA	FLOTEK
USA	PETROVALVE
USA	CESI
USA	“OPEN CIRCLE” SYMBOL