

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                       |                    |
|--|--|-----------------------|--------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT   |                       |                    |
| NATURE OF CONVEYANCE:  | SECURITY INTEREST  |                       |                    |
| <b>CONVEYING PARTY DATA</b>  |  |                       |                    |
| <b>Name</b>  | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b> |
| NCS ENERGY SERVICES, INC.  |  | 01/01/2011            | CORPORATION: TEXAS |
| <b>RECEIVING PARTY DATA</b>  |  |                       |                    |
| <b>Name:</b>   | KAYNE ANDERSON MEZZANINE PARTNERS (QP) L.P.                        |                       |                    |
| <b>Composed Of:</b>  | COMPOSED OF Kayne Anderson Mezzanine Advisors LLC, General Partner |                       |                    |
| <b>Street Address:</b>   | 655 Madison Avenue   |                       |                    |
| <b>Internal Address:</b>   | 18th Floor   |                       |                    |
| <b>City:</b>   | New York   |                       |                    |
| <b>State/Country:</b>  | NEW YORK   |                       |                    |
| <b>Postal Code:</b>  | 10065  |                       |                    |
| <b>Entity Type:</b>  | LIMITED PARTNERSHIP: DELAWARE                                      |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>   |  |                       |                    |
| <b>Property Type</b>   | <b>Number</b>  | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>  | 77922511   | MONGOOSE FRAC         |                    |
| <b>CORRESPONDENCE DATA</b>   |  |                       |                    |
| <b>Fax Number:</b>   | (303)894-9239  |                       |                    |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                       |                    |
| <b>Phone:</b>  | 303-830-1776   |                       |                    |
| <b>Email:</b>  | tcope@pattonboggs.com  |                       |                    |
| <b>Correspondent Name:</b>   | Patton Boggs LLP   |                       |                    |
| <b>Address Line 1:</b>   | 1801 California Street   |                       |                    |
| <b>Address Line 2:</b>   | Suite 4900   |                       |                    |
| <b>Address Line 4:</b>   | Denver, COLORADO 80202   |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 027826.0103  |                       |                    |
| <b>NAME OF SUBMITTER:</b>  | Robert P. Ziemian  |                       |                    |
| <b>Signature:</b>  | /Robert P. Ziemian/  |                       |                    |

OP \$40.00 77922511

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**TRADEMARK**  
 REEL: 004456 FRAME: 0613

Date:

01/19/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**"), dated as of January 1, 2011, by NCS ENERGY SERVICES, INC., a Texas corporation, located at 14518 Highway 6, Santa Fe, Texas 77510 (the "**Pledgor**"), in favor of KAYNE ANDERSON MEZZANINE PARTNERS (QP) L.P., a Delaware limited partnership, located at 655 Madison Avenue, 18<sup>th</sup> Floor, New York, New York 10065, in its capacity as collateral agent (together with its successors in such capacity, the "**Collateral Agent**") pursuant to the Purchase Agreement (such term and each other capitalized term used but not defined herein having the meaning given to it in the Guarantee and Collateral Agreement referred to below).

### W I T N E S S E T H:

WHEREAS, the Pledgor, among others, is party to a Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") in favor of the Collateral Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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

**SECTION 1. Grant of Security Interest in Trademark Collateral.** The Pledgor hereby pledges and grants, as collateral security for the payment and performance in full of such Pledgor's Obligations (as defined in the Purchase Agreement), 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 Collateral of such Pledgor, wherever located, and whether now existing or hereafter existing or acquired from time to time:

(a) all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(b) any and all agreements, Trademark Licenses and covenants providing for the granting of any exclusive right to such Grantor in or to any registered Trademark (to the extent permitted by such license or covenant) and the right to sue or otherwise recover for past, present and future infringement or other violation or impairment thereof, including the right to receive all proceeds therefrom, including with limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(c) to the extent not covered by the foregoing, all proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, including, without limitation, any and all license fees, royalties, income, payments, claims, damages, and proceeds of suit, insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

SECTION 2. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the 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 Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 3. Termination. Upon (i) the payment in full of the Obligations (other than unasserted contingent claims for indemnification and reimbursement) or (ii) the termination of the Guarantee and Collateral Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Pledgor, assign, transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent has not encumbered the released assets, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such of the Trademarks under this Trademark Security Agreement or any part thereof to be released (in the case of a release) as may be in possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Trademark, proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination hereof or the release of such Trademarks, as the case may be.

SECTION 4. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts via telecopy or electronic transmission (including .tif or .pdf).

*[signature page follows]*

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

**PLEDGOR:**

**NCS ENERGY SERVICES, INC.,**  
as Pledgor

By:   
Name: Robert Nipper  
Title: President and Treasurer

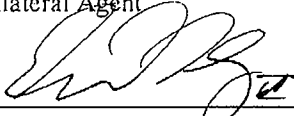
Signature Page to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004456 FRAME: 0617**

Accepted and Agreed:

**KAYNE ANDERSON MEZZANINE PARTNERS (QP), L.P.,**  
as Collateral Agent

By: \_\_\_\_\_

  
Name: Edward C. Cerny  
Title: Managing Partner

Signature Page to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004456 FRAME: 0618**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

| <b>Owner</b> | <b>Mark</b>   | <b>Application No.</b> | <b>Filing Date</b> | <b>Services</b>  |
|--------------|---------------|------------------------|--------------------|--|
| Company      | MONGOOSE FRAC | 77/922,511             | January 28, 2010   | Oil and gas well fracturing services using coiled tubing in International Class 40 |

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**RECORDED: 01/19/2011**

**TRADEMARK**  
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