TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ulterra Drilling Technologies, L.P.		105/31/2011	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Multi-Shot, LLC	
Doing Business As:	DBA MS Energy Services	
Street Address:	3335 Pollok Drive	
City:	Conroe	
State/Country:	TEXAS	
Postal Code:	77303	
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3040181	QUIKSHOT

CORRESPONDENCE DATA

Fax Number: (713)590-9601

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-590-9066

Email: kmckay@ewingjones.com

Correspondent Name: Randolph Ewing

Address Line 1: 6363 Woodway, Suite 1000
Address Line 4: Houston, TEXAS 77077

NAME OF SUBMITTER:	Randolph Ewing
Signature:	/randolph ewing/
Date:	06/14/2011

TRADEMARK REEL: 004560 FRAME: 0941

900194360

Total Attachments: 5

source=Trademark Assignment Agreement-Ulterra Drilling Technologies, LP-Fully Executed#page1.tif source=Trademark Assignment Agreement-Ulterra Drilling Technologies, LP-Fully Executed#page2.tif source=Trademark Assignment Agreement-Ulterra Drilling Technologies, LP-Fully Executed#page3.tif source=Trademark Assignment Agreement-Ulterra Drilling Technologies, LP-Fully Executed#page4.tif source=Trademark Assignment Agreement-Ulterra Drilling Technologies, LP-Fully Executed#page5.tif

TRADEMARK REEL: 004560 FRAME: 0942

TRADEMARK ASSIGNMENT AGREEMENT

TITIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into this 31 day of May, 2011, but is effective as of the 6th day of July, 2007 ("Effective Date"), by and between ULTERRA DRILLING TECHNOLOGIES, L.P., a Texas limited partnership ("Assignor"), formerly known as RockBit International, L.P., also formerly known as RockBit International, Inc., and MULTI-SHOT, LLC, a Texas limited liability company, dba MS ENERGY SERVICES ("Assignee") (together sometimes referred to as the "Parties").

WHEREAS, Assignce desires to assign, and Assignce desires to acquire, all right, title, and interest in and to that certain trademark described below that is owned by Assignor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Transferred Mark" means the trademark listed in Exhibit A, attached hereto and incorporated herein by reference, and all rights therein and thereto.

2. Grant of Rights

- 2.1 Assignor hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's right, title, and interest of whatever kind in and to the Transferred Mark, together with (1) the goodwill of the business relating to the Products in respect upon which the Transferred Mark is used and for which it are registered, (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Transferred Mark, including without limitation, damages and payment for past or future infringements and misappropriations of the Transferred Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Transferred Mark. As necessary to further such ownership transfer, the Parties will record this Assignment with the United States Patent and Trademark Office. In addition, Assignor shall reasonably cooperate with Assignee in the filing and prosecution of the Transferred Mark.
- 2.2 Assignor promptly shall deliver to Assignee all documentation pertaining to the Transferred Mark, including copies of all correspondence to or from examining authorities regarding such Transferred Mark, and prior art searches pertaining to such Transferred Mark, and all correspondence with any attorney involved in the preparation and/or prosecution of the Transferred Mark.

3. WARRANTIES AND LIMITATION OF LIABILITY

3.1 Assignor represents and warrants that: (a) it is a limited partnership duly organized and validly existing under the laws of the State of Texas and has full power and authority to enter into this Assignment and perform its obligations hereunder; (b) immediately prior to the execution of this Assignment, it owns all right, title and interest in and to the

TRADEMARK
REEL: 004560 FRAME: 0943

Transferred Mark; and (c) it has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 2.1 above.

- 3.2 EXCEPT AS PROVIDED IN THIS SECTION 3, ASSIGNOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE CONDUCT OR EFFORT. THE TRANSFERRED MARK ASSIGNED UNDER THIS ASSIGNMENT IS PROVIDED AS IS WITH ALL FAULTS, AND NO WARRANTIES OR PROMISES ARE MADE THAT THE SAME WILL WORK OR WORK FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS SECTION 3, THERE IS NO WARRANTY OF TITLE, AUTHORITY OR NON-INFRINGEMENT IN ANY SUCH TRANSFERRED MARK.
- 3.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. MISCELLANEOUS

- 4.1 <u>Entire Agreement.</u> This Assignment contains the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions among the parties with respect to such subject matter.
- 4.2 <u>Amendments</u>. This Assignment may be amended, modified, supplemented, restated or discharged (and provisions hereof may be waived) only by one or more instruments in writing signed by the party against whom enforcement of the amendment, modification, supplement, restatement, discharge or waiver is sought.
- 4.3 Governing Law; Forum Selection. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas. The Parties irrevocably consent to the exclusive jurisdiction of the courts of the State of Texas in and for the County of Harris and the United States District Court for the Southern District of Texas in connection with any litigation arising out of or relating to this Assignment or any of the transactions contemplated thereby.
- 4.4 <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4.5 No Waiver. No waiver of any breach of any provision of this Assignment shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

2

provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

- 4.6 <u>Severability</u>. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced under any applicable rule or law, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability and all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby, taken as a whole, is not affected thereby in a materially adverse manner with respect to either party.
- 4.7 <u>Further Assurances</u>. The Parties agree to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Assignment.
- 4.8 <u>Captions</u>. The headings used in this Assignment are intended for convenience only and shall not be deemed to supersede or modify any provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date ate set forth above.

ULTERRA DRILLING TECHNOLOGIES, L.P.

By:

UDT GP, LLC

Its General Partner

Robert Gra

Chief Financial Officer

MULTI-SHOT, LLC DBA MS ENERGY_SERVICES

Allon P. Nool

President

EXHIBIT A

TRANSFERRED MARK

U. S. Trademark Registration No. 3,040,181 dated January 10, 2006 (QuikShot word mark - Class 009)

TRADEMARK REEL: 004560 FRAME: 0947

RECORDED: 06/14/2011