# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Multi-Shot, LLC | | 08/19/2011 | LIMITED LIABILITY COMPANY: UNITED STATES |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Wells Fargo Bank, National Association |
| Street Address: | 1000 Louisiana |
| Internal Address: | 9th Floor |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77002 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3040181 | QUIKSHOT |
| Registration Number: | 3215872 | QUIKSHOT |
| Registration Number: | 3215873 | QUIKSHOT |
| Registration Number: | 3792187 | MS ENERGY SERVICES |
| Registration Number: | 3798422 | MS ENERGY SERVICES |
| Registration Number: | 3882129 | MPACT DOWNHOLE MOTORS |
| Registration Number: | 3792186 | MPACT DOWNHOLE MOTORS |
| Registration Number: | 3798420 | MPACT DOWNHOLE MOTORS |
| Registration Number: | 3878505 | MPACT |

OP $240.00 3040181

CORRESPONDENCE DATA

Fax Number: (713)221-1212
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 7132211353

| | |
|---|---|
| Email: | molly.tucker@bgllp.com |
| Correspondent Name: | Molly Tucker |
| Address Line 1: | 711 Louisiana Street, Suite 2300 |
| Address Line 4: | Houston, TEXAS 77002 |

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 088599.000021 |
| NAME OF SUBMITTER: | Molly Tucker |
| Signature: | /Molly Tucker/ |
| Date: | 08/24/2011 |

Total Attachments: 12
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*Execution Version*

# AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Amended and Restated Patent and Trademark Security Agreement dated as of August 19, 2011 (this "Agreement") is made by and between Multi-Shot, LLC, a Texas limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the "Secured Party") for the Lenders, the Issuing Lender and the Swing Line Lender (each as defined in the Credit Agreement referred to below, collectively with the Secured Party, the "Beneficiaries"), having a business location at the address set forth below next to its signature.

## Recitals

The Debtor and the Secured Party are parties to that certain Patent and Trademark Security Agreement dated as of March 30, 2007 (as heretofore amended, restated and otherwise modified, the "Existing Patent and Trademark Security Agreement").

The Debtor, the Secured Party and the financial institutions from time to time a party thereto are parties to an Amended and Restated Credit Agreement dated as of August 19, 2011 (as amended, modified, increased or restated from time to time, the "Credit Agreement") setting forth the terms on which the Beneficiaries may now or hereafter extend credit to or for the account of the Debtor.

It is a condition to the effectiveness of the Credit Agreement that the Debtor amend and restate the Existing Patent and Trademark Security Agreement to secure the Obligations under the Credit Agreement by entering into this Agreement. Accordingly, the Debtor hereby agrees with the Secured Party for its benefit and the ratable benefit of the Beneficiaries that the Existing Patent and Trademark Security Agreement be amended and restated as set forth below.

**ACCORDINGLY**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.



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"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party for the benefit of the Beneficiaries a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a limited liability company, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If, after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall, within 60 days, provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If, after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor,



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constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) ***No Sale.*** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) ***Defense.*** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 10 calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may



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reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney herein conferred is granted for valuable consideration, is coupled with an interest, and is irrevocable so long as any part of the Obligations is unpaid.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. The occurrence of an Event of Default (as defined in the Credit Agreement) shall constitute an event of default under this Agreement (herein called "Event of Default").

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement and the other Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.



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(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party or the Beneficiaries shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor, the Secured Party, the Beneficiaries and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's or the Beneficiaries' acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the State of Texas, without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Acknowledgment and Restatement.

(a) The Debtor and the Secured Party have agreed that this Agreement is an amendment and restatement of the Existing Patent and Trademark Security Agreement in its entirety, and this Agreement is not a new or substitute agreement or novation of the Existing Patent and Trademark Security Agreement.

(b) The Debtor hereby acknowledges, confirms and agrees that the Secured Party for the ratable benefit of the Beneficiaries shall continue to have a security interest in and lien upon the Patents and Trademarks heretofore granted to the Secured Party for the ratable benefit of the Beneficiaries pursuant to the Existing Patent and Trademark Security Agreement



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to secure the Obligations, as well as any Patents and Trademarks granted under this Agreement or under any of the other Loan Documents or otherwise granted to or held by the Secured Party or any Beneficiary.

(c) The liens and security interests of the Secured Party for the benefit of the Beneficiaries in the Patents and Trademarks shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests to the Secured Party for the ratable benefit of the Beneficiaries, whether under this Agreement or the Existing Patent and Trademark Security Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Pages Follow]



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**IN WITNESS WHEREOF,** the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

Multi-Shot, LLC
3335 Pollock Drive
Conroe, Texas 77303
Attention: Allen R. Neel
Fax: 936-441-6635

**MULTI-SHOT, LLC**

By: _____
Name: Allen R. Neel
Title: President

STATE OF TEXAS )
)
COUNTY OF Montgomery )

The foregoing instrument was acknowledged before me on August 17, 2011 by Allen R. Neel, the President of Multi-Shot, LLC, a Texas limited liability company, on behalf of the company.

Catalina Ibabao
Notary Public

CATALINA IBABAO
Notary Public, State of Texas
My Commission Expires
August 23, 2014

SECURED PARTY:

Wells Fargo Bank, National Association,
as Administrative Agent
1000 Louisiana, 9th Floor
Houston, Texas 77002
Attention: Brad Ellis
Fax: 713-739-1087

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent**

By: Sarah Sandercock
Name: SARAH SANDERCOCK
Title: DIRECTOR

STATE OF TEXAS )
)
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me on August 17, 2011 by Sarah Sandercock, the Director of Wells Fargo Bank, National Association, a national banking association, on behalf of such association.

Rebecca Sue Boone
Notary Public

REBECCA SUE BOONE
Notary Public, State of Texas
My Commission Expires
August 27, 2013

## EXHIBIT A

## UNITED STATES ISSUED PATENTS

| Patent Number | Issue Date | Jurisdiction | Owner |
|---|---|---|---|
| 5,320,179 | 6/14/1994 | United States | Company |
| 5,368,109 | 11/29/1994 | United States | Company |
| 5,396,966 | 3/14/1995 | United States | Company |
| 5,588,818 | 12/31/1996 | United States | Company |
| 5,675,674 | 12/07/1997 | United States | Company |
| 5,808,779 | 09/15/1998 | United States | Company |
| 5,873,420 | 02/23/1999 | United States | Company[1] |
| 5,831,549 | 11/03/1998 | United States | Company[2] |
| 6,949,025 | 09/27/2005 | United States | Company |
| Application No. PCT/US07/77786 | 09/06/2007 | PCT (International) | Company, Mike Meadows |
| Application No. PCT/US2009/061678 | 10/22/2009 | PCT (International) | Company |
| Application No. 12/757,692 | 04/09/2010 | United States | Company |
| Application No. 12/744,893 | 11/26/2008 | United States | Company |
| Application No. 12/288,354 | 10/17/2008 | United States | Company |

[1] An Assignment of the Patent has not yet been recorded with the USPTO.
[2] An Assignment of the Patent has not yet been recorded with the USPTO.



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| | | | |
|---|---|---|---|
| Application No. 12/682553 | 09/08/2008 | United States | Company, Mike Meadows |
| Application No. 12/439759 | 09/06/2007 | United States | Company, Mike Meadows |

## FOREIGN ISSUED PATENTS

| Patent Number | Issue Date | Jurisdiction | Owner |
|---|---|---|---|
| Application No. 2,662,533 | 09/06/2007 | Canada | Company, Mike Meadows |
| Application No. 08799305.1 | 09/08/2008 | Europe | Company, Mike Meadows |
| Application No. 2,720,926 | 11/26/2008 | Canada | Company |



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## EXHIBIT B

## UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

### REGISTRATIONS

1. U.S. Trademark Registration No. 3,040,181 dated January 10, 2006; "QuikShot"

2. U.S. Trademark Registration No. 3,215,872 dated March 6, 2007; "QuikShot"

3. U.S. Trademark Registration No. 3,215,873 dated March 6, 2007; "QuikShot"

4. U.S. Trademark Registration No. 3,792,187 dated May 25, 2010; "MS Energy Services"

5. U.S. Trademark Registration No. 3,798,422 dated June 8, 2010; "MS Energy Services"

6. U.S. Trademark Registration No. 3,882,129 dated November 30, 2010; "MPact Downhole Motors"

7. U.S. Trademark Registration No. 3,792,186 dated May 25, 2010; "MPact Downhole Motors"

8. U.S. Trademark Registration No. 3,798,420 dated June 8, 2010; "MPact Downhole Motors"

9. U.S. Trademark Registration No. 3,878,505 dated November 23, 2010; "MPact"

### APPLICATIONS

None.

### COLLECTIVE MEMBERSHIP MARKS

None.

### UNREGISTERED MARKS

None.



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## FOREIGN MARKS

1. Canada Trademark Registration No. TMA752419 dated November 5, 2009; "QUIKSHOT"
2. Canada Trademark Registration No. TMA752942 dated November 12, 2009; "QUIKSHOT"
3. Canada Trademark Registration No. TMA753005 dated November 13, 2009; "QUIKSHOT"
4. Community Trademark (EU) Registration No. 005150909 dated June 12, 2007 "QUIKSHOT"
5. Community Trademark (EU) Registration No. 005133202 dated May 23, 2007 "QUIKSHOT"
6. Community Trademark (EU) Registration No. 004641924 dated August 4, 2006 "QUIKSHOT"



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