

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knight Oil Tools, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight Manufacturing, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight Well Services, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Tri-Drill, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Advanced Safety and Training Management, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight Energy Holdings, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight International, L.L.C.		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight Dutch Holdings, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight Resources, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Knight Aviation, L.L.C.		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Le Chevalier, LLC		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
El Caballero Ranch, Inc.		02/16/2012	CORPORATION: TEXAS
Knight Information Systems, L.L.C.		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
Rayne Properties, L.L.C.		02/16/2012	LIMITED LIABILITY COMPANY: LOUISIANA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		

OP \$165.00 85444072

TRADEMARK

Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85444072	BODYMASTERS
Serial Number:	85444088	BODYMASTERS
Registration Number:	1654412	BODY MASTERS
Registration Number:	2777780	BASIX
Serial Number:	85363327	KNIGHT OIL TOOLS
Serial Number:	76689435	KIP

CORRESPONDENCE DATA

Fax Number: (214)758-1550
 Phone: 214-758-1509
 Email: vwalker@pattonboggs.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Vicky Walker, Patton Boggs LLP
 Address Line 1: 2000 McKinney Avenue, Suite 1700
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009125.0145
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	02/23/2012

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "IP Security Agreement") dated as of February 16, 2012, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, "Agent").

WHEREAS, KNIGHT OIL TOOLS, LLC, a Louisiana limited liability company ("KOT"), KNIGHT MANUFACTURING, LLC, a Louisiana limited liability company ("Knight Manufacturing"), KNIGHT WELL SERVICES, LLC, a Louisiana limited liability company ("KWS"), TRI-DRILL, LLC, a Louisiana limited liability company ("Tri-Drill"), ADVANCED SAFETY AND TRAINING MANAGEMENT, LLC, a Louisiana limited liability company ("Advanced Safety"; and together with KOT, Knight Manufacturing, KWS, Tri-Drill and Advanced Safety, jointly and severally each a "Borrower", and collectively "Borrowers"), KNIGHT ENERGY HOLDINGS, LLC, a Louisiana limited liability company ("Holdings"), KNIGHT INTERNATIONAL, L.L.C., a Louisiana limited liability company ("International Holdings"), KNIGHT DUTCH HOLDINGS, L.L.C., a Louisiana limited liability company ("Dutch Holdings"), KNIGHT RESOURCES, LLC, a Louisiana limited liability company ("Knight Resources"), KNIGHT AVIATION, L.L.C., a Louisiana limited liability company ("Knight Aviation"), RAYNE PROPERTIES, L.L.C., a Louisiana limited liability company ("Rayne"), LE CHEVALIER, LLC, a Louisiana limited liability company ("Le Chevalier"), EL CABALLERO RANCH, INC., a Texas corporation ("El Caballero"), KNIGHT INFORMATION SYSTEMS, L.L.C., a Louisiana limited liability company ("Knight Information"; and together with Holdings, International Holdings, Dutch Holdings, Knight Resources, Knight Aviation, Rayne, Le Chevalier and El Caballero, jointly and severally, each a "Guarantor" and collectively, the "Guarantors") (such Guarantors, together with the Borrowers are referred to hereinafter collectively as the "Loan Parties" and individually, each a "Loan Party"), have entered into a Second Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies, as applicable, with respect to the Patents, registered Trademarks and registered Copyrights set forth in Schedule A, Schedule B, and Schedule C, or hereafter acquired by any Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “**Copyrights**” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “**Copyright License**” means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting to any other Person any right to use any of Grantor’s Copyrights or Copyright registrations, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any licenses of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “**Patents**” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “**Patent License**” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting to any other Person any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of any of Grantor’s Patents, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any licenses of Grantor’s Patents are not assignable.

(e) “**Trademarks**” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all

reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting to any other Person any right to use any of Grantor’s Trademarks or Trademark registrations, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any licenses of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security.** Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement, as applicable, with respect to the Patents, registered Trademarks and registered Copyrights set forth in Schedule A, Schedule B, and Schedule C, or hereafter acquired by any Grantor.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to its choice of law provisions that would require the application of another state's laws.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

KNIGHT OIL TOOLS, LLC

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

KNIGHT MANUFACTURING, LLC

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

KNIGHT WELL SERVICES, LLC

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

TRI-DRILL, LLC

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager


[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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TRADEMARK
REEL: 004723 FRAME: 0537

**ADVANCED SAFETY AND
TRAINING MANAGEMENT, LLC**

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

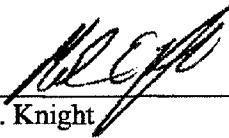
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TRADEMARK
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GUARANTORS:

KNIGHT ENERGY HOLDINGS, LLC

By: 
Name: Mark E. Knight
Title: Manager

KNIGHT INTERNATIONAL, L.L.C.


By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

KNIGHT DUTCH HOLDINGS, LLC


By: Knight International, L.L.C.,
its sole member

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

KNIGHT RESOURCES, LLC

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

KNIGHT AVIATION, L.L.C.

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

RAYNE PROPERTIES, L.L.C.

By: Knight Energy Holdings, LLC
Its Sole Member

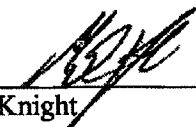
By: 
Name: Mark E. Knight
Title: Manager

LE CHEVALIER, LLC

By: Knight Energy Holdings, LLC
Its Sole Member

By: 
Name: Mark E. Knight
Title: Manager

EL CABALLERO RANCH, INC.

By: 
Name: Mark E. Knight
Title: President

**KNIGHT INFORMATION SYSTEMS,
L.L.C.**

By: 
Name: Mark E. Knight
Title: Sole Member

ACKNOWLEDGMENT

STATE OF Louisiana :
Parish : SS
COUNTY OF Lafayette :

Before me, the undersigned, a Notary Public, on this 16th day of February, 2012, personally appeared Mark E. Knight, to me known personally, who, being by me duly sworn, did say that he is the Manager of Knight Energy Holdings, LLC, the sole member of each of KOT, Knight Manufacturing, KWS, Tri-Drill, and Advanced Safety, each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Mark E. Knight acknowledged said instrument to be his/her free act and deed.

(S E A L)

Notary Public
My Commission Expires: at death

Pamela Sue Jarvis
#13389

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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ACKNOWLEDGMENT

STATE OF Louisiana :
Parish : SS
COUNTY OF Lafayette :

Before me, the undersigned, a Notary Public, on this 16th day of February, 2012, personally appeared Mark E. Knight, to me known personally, who, being by me duly sworn, did say that he is the authorized signatory of each of Holdings, International Holdings, Dutch Holdings, Knight Resources, Knight Aviation, Rayne, Le Chevalier, El Caballero, and Knight Information, each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said Mark E. Knight acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: at death

(S E A L)

Pamela Sue Jarvis #13389

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TRADEMARK
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SCHEDULE A

PATENTS AND PATENT LICENSES

(See attached)

[illegible]

TRADEMARK
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SCHEDULES B AND C
TRADEMARKS AND COPYRIGHTS

(See attached)

Knight Oil Tools, Inc.
Trademarks/Copyright
(Client No. 40519)

Owner	Country	Mark	Appln. No.	File Date	Reg. No.	Reg. Date	Status
Knight Manufacturing, LLC	US	BODYMASTERS and design	85/444,072	10/11/01			Pending
Knight Manufacturing, LLC	US	BODYMASTERS and design (2)	85/444,088	10/11/11			Pending
Rayne Properties, LLC	US			12/22/88	1654412	08/20/91	Registered
Rayne Properties, LLC	US			12/22/88	2777780	08/20/91	Registered
Knight Oil Tools, LLC	US	KNIGHT OIL TOOLS & design	85/363,327	07/05/11			Pending
Knight Oil Tools, LLC	US	KIP	76/689,435	05/08/08	3548678	12/23/08	Registered
Matter No.	Country	Copyright	Appln. No.	File Date	Reg. No.	Reg. Date	Status
Knight Oil Tools, LLC	US	Knight Inspection Program			Copyright TX 6-988-978	03/17/08	Registered

2/15/2012