

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONNECTION TECHNOLOGY, L.L.C.		02/07/2012	LIMITED LIABILITY COMPANY: LOUISIANA
FASTORQ, L.L.C.		02/07/2012	LIMITED LIABILITY COMPANY: LOUISIANA
PRODUCTION MANAGEMENT INDUSTRIES, L.L.C.		02/07/2012	LIMITED LIABILITY COMPANY: LOUISIANA
SUPERIOR ENERGY SERVICES, L.L.C. (successor by merger to Superior Well Services, Inc., Cardinal Services, Inc. and Steerable Rotary Tools, Inc.)		02/07/2012	LIMITED LIABILITY COMPANY: LOUISIANA
CSI TECHNOLOGIES, LLC		02/07/2012	LIMITED LIABILITY COMPANY: TEXAS
BLOWOUT TOOLS, INC.		02/07/2012	CORPORATION: TEXAS
CONCENTRIC PIPE AND TOOL RENTALS, L.L.C.		02/07/2012	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002-6925
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2870551	EMERALD FRAQ
Registration Number:	3642711	FASTR
Serial Number:	85230464	OMNI-PACK

CH \$165.00 2870551

Registration Number:	2855231	SURFRAQ
Registration Number:	2171374	AMBASOL
Registration Number:	2514140	STARTAC

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Phone: (212) 455-2222
Email: ksolomon@stblaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Marcela Robledo, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1750
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	03/01/2012

Total Attachments: 12
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AMENDED AND RESTATED SECURITY AGREEMENT
(Intellectual Property)

THIS AMENDED AND RESTATED SECURITY AGREEMENT (Patents, Copyrights and Trademarks) (this "Agreement"), dated as of February 7, 2012 is by CONNECTION TECHNOLOGY, L.L.C., a Louisiana limited liability company, FASTORQ, L.L.C., a Louisiana limited liability company, PRODUCTION MANAGEMENT INDUSTRIES, L.L.C., a Louisiana limited liability company, SUPERIOR ENERGY SERVICES, L.L.C., a Louisiana limited liability company (successor by merger to Superior Well Services, Inc., Cardinal Services, Inc., and Steerable Rotary Tools, Inc.), CSI TECHNOLOGIES, LLC, a Texas limited liability company, BLOWOUT TOOLS, INC., a Texas company, and CONCENTRIC PIPE AND TOOL RENTALS, L.L.C., a Louisiana limited liability company (the foregoing entities collectively referred to as "Pledgors") in favor of JPMORGAN CHASE BANK, N.A. as Administrative Agent (the "Administrative Agent") for the benefit of the Secured Parties under the Credit Agreement referred to below.

RECITALS

A. Superior Energy Services, Inc. (the "Parent"), SESI, L.L.C. (the "Borrower"), the Administrative Agent and certain other Lenders are parties to a certain Third Amended and Restated Credit Agreement dated as of February 7, 2012 (as same may be amended, supplemented or restated from time to time, the "Credit Agreement"), providing for extensions of credit to be made by the Lenders to the Borrower, by virtue of which the Parent, the Borrower, the Administrative Agent and the Lenders have amended and restated the credit agreement dated December 6, 2006 (as amended and restated by that certain First Amended and Restated Credit Agreement dated July 1, 2007, and that certain Second Amended and Restated Credit Agreement dated as of May 29, 2009, the "Existing Credit Agreement") by agreeing to provide (i) commitments for Revolving Loans in the aggregate principal amount of up to \$600,000,000; (ii) Term Loans in the aggregate principal amount of up to \$400,000,000; and (iii) make certain other modifications to the Existing Credit Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

B. The undersigned Subsidiaries have heretofore executed an Amended and Restated Security Agreement dated as of May 29, 2009 (the "2009 Security Agreement"), which secured the Secured Obligations of the Borrower to the Administrative Agent and Lenders pursuant to the Existing Credit Agreement. The obligations of the Borrower under the Credit Agreement are to be secured by the Pledgors, as provided under the Credit Agreement through, in addition to the Collateral Documents, this amendment and restatement of the 2009 Security Agreement.

C. Pledgors are using the patents, trademarks and/or service marks, and copyrights and are the owners of the U.S. patents, patent applications, copyrights, copyright applications, trademark registrations and trademark applications which are listed on Schedule A attached hereto (collectively the "Intellectual Property").

D. Pledgors and the Administrative Agent entered into that certain Patent and Trademark Security Agreement on May 29, 2009 (the "2009 Patents and Trademarks Security Agreement").

E. Pursuant to an Amended and Restated Security Agreement dated of even date herewith between the Borrower, Pledgors and other Subsidiaries of Borrower and the Administrative Agent (as it may from time to time be amended, modified or supplemented, the "Security Agreement"), the Pledgors have granted the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property and in all proceeds relating to and deriving from the Intellectual Property on the terms and conditions set forth in the Security Agreement.

F. The Credit Agreement requires that the Pledgors shall execute and deliver this Agreement for purposes of filing with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth in the Credit Agreement, the Pledgors and Secured Party hereby amend and restate the 2009 Patents and Trademarks Security Agreement as follows:

1. The Pledgors hereby grant to the Administrative Agent for the ratable benefit of the Secured Parties on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the Subsidiary guarantees and the payment and performance by the Borrower of the Secured Obligations, a security interest in each of the Pledgor's respective right, title and interest in, to and under the Intellectual Property and in all proceeds deriving from and relating to the Intellectual Property, including, without limitation, royalties and other payments due thereon or in connection therewith.

2. The Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, and that in the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

3. The Pledgors shall take such commercially reasonable action, under both statutory and common law, which may be necessary or useful to maintain title to the Intellectual Property (but the Pledgors have and may continue to license the Intellectual Property in the ordinary course of business) and to maintain and/or defend the Intellectual Property, including, without limitation, bringing actions against infringement of any or all of the Intellectual Property to the extent commercially reasonable.

4. This Agreement shall terminate simultaneously with the termination of the Security Agreement.

5. This Agreement shall be binding upon the Pledgors, the Administrative Agent and the Lenders and their respective successors and assigns, except that the Pledgors shall not have the right to assign their rights or delegate their obligations under this Agreement or any interest herein, without the prior written consent of the Administrative Agent. Upon the full execution of the Credit Agreement, this Agreement shall be deemed accepted and agreed to by the Administrative Agent on behalf of the Lenders.

6. This Agreement may not be amended or modified except with the written consent of the Secured Party.

7. The Pledgors will provide any additional documentation to support or confirm the security interest created under this Agreement.


8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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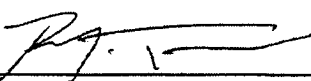
IN WITNESS WHEREOF, the Pledgors have executed this Security Agreement as of the date first above written.

PLEDGORS:

CONNECTION TECHNOLOGY, L.L.C.
FASTORQ, L.L.C.
PRODUCTION MANAGEMENT
INDUSTRIES, L.L.C.
CONCENTRIC PIPE AND TOOL
RENTALS, L.L.C.
CSI TECHNOLOGIES, LLC
BLOWOUT TOOLS, INC.

By: 
Name: Robert S. Taylor
Title: Vice President and Treasurer

SUPERIOR ENERGY SERVICES, L.L.C.

By: 
Name: Robert S. Taylor
Title: Executive Vice President, Chief
Financial Officer and Treasurer

(Signature Page - Security Agreement (Patents and Trademarks))

EXHIBIT A

PATENTS, COPYRIGHTS, TRADEMARKS

CSI Technologies, LLC

- Method for plugging wells
 - United States Patent Application No. 12/582,355, Filed October 20, 2009
- Method of measuring free water in oilwell cement slurries at high temperature
 - United States Patent Application No. 61/443,383, Filed February 16, 2011
- Method of characterizing oilwell cement slurry stability, flow behavior and interaction with other well fluids
 - United States Patent Application No. 61/442,972, Filed February 15, 2011
- Method for improving hydrocarbon production from a gravel packed oil and gas well
 - United States Granted Patent No. 7,896,080, Granted March 1, 2010
- Method of enhance proppant conductivity from hydraulically fractures wells
 - United States Granted Patent No. 7,708,069, Granted May 4, 2010
- Connection Technology, L.L.C.
 - Well casing thread protector. U.S. Patent No. 5,368,074 and U.S. Patent No. 5,148,835
 - A system for measuring the torque applied to a threaded connection between sections of oilfield pipe. U.S. Patent No. 5,509,316
- Production Management Industries, L.L.C.
 - Method for cleaning vessels during service. U.S. Patent No. 6,021,787
- Concentric Pipe and Tool Rentals, L.L.C.
 - Gauge carrier sub apparatus. U.S. Patent No. 7,090,010
- Fastorg, L.L.C.
 - Blowout preventer lift apparatus and method. U.S. Patent No. 6,053,255

- System for lifting tubulars and equipment below the main deck of platforms. U.S. Patent No. 5,467,833

- Blowout Tools, Inc.
 - A process for multi-string and direct
 - United States Patent Application No. 13/104,397, Filed May 10, 2011
 - Method of direct hot tapping into a multiple production string without removing outer layers of casing
 - United States Granted Patent No. 7,938,137, Granted May 10, 2011
 - Mud saver valve and method of operation of same
 - United States Patent Application No. 13/077,053, Filed March 31, 2011
 - Hydraulic overshot with removable setting and testing core
 - United States Granted Patent No. 8,002,032, Granted August 23, 2011

- Superior Energy Services, L.L.C.
 - Hydraulic saw system
 - United States Patent Application No. 13100809, Filed May 4, 2011
 - Isolation system and gravel pack assembly and uses thereof
 - United States Granted Patent No. 5865251, Granted February 2, 1999
 - Single trip horizontal gravel pack and stimulation system and method
 - United States Granted Patent No. 7017664, Granted March 28, 2006
 - United States Granted Patent No. 7331388, Granted February 19, 2008
 - United States Granted Patent No. 7210527, Granted May 1, 2007
 - United States Granted Patent No. 7472750, Granted January 6, 2009
 - Separable one-trip perforation and gravel pack system and method
 - United States Granted Patent No. 6206100, Granted March 27, 2001
 - United States Granted Patent No. 6568474, Granted May 27, 2003

- Granted pack isolation system
 - United States Granted Patent No. 6302208, Granted October 16, 2001
- Up down traveling disc valve assembly apparatus
 - United States Granted Patent No. 5137088, Granted August 11, 1992
 - United States Granted Patent No. 5240071, Granted August 31, 1993
- Cross-over tool return port cover
 - United States Granted Patent No. 6981551, Granted January 3, 2006
 - United States Granted Patent No. 7383884, Granted June 10, 2008
- Combination jar and disconnect tool
 - United States Granted Patent No. 7395862, Granted July 8, 2008
- Interventionless oil tool actuator with floating piston
 - United States Granted Patent No. 7303020, Granted December 4, 2007
- Isolation system comprising a plug and a circulation valve and method
 - United States Granted Patent No. 7210535, Granted May 1, 2007
 - United States Granted Patent No. 7810575, Granted October 12, 2010
- Frangible flapper valve with hydraulic impact sleeve and method of breaking
 - United States Granted Patent No. 7665528, Granted February 23, 2010
- System and method for a low drag flotation system
 - United States Granted Patent No. 7677322, Granted March 16, 2010
- Apparatus and method for gravel packing
 - United States Granted Patent No. 6,837,308, Granted January 4, 2005
 - United States Granted Patent No. 7178595, Granted February 20, 2007
 - United States Granted Patent No. 7377320, Granted May 27, 2008
- Method and apparatus for production using a pressure actuated circulating valve
 - United States Granted Patent No. 6397949, Granted June 4, 2002

- United States Granted Patent No. 6722440, Granted April 20, 2004
- United States Granted Patent No. 7198109, Granted April 3, 2007
- United States Granted Patent No. 7124824, Granted October 24, 2006
- United States Granted Patent No. 7201232, Granted April 10, 2007
- United States Granted Patent No. 7152678, Granted December 26, 2006
- United States Granted Patent No. 7665526, Granted February 23, 2010
- United States Granted Patent No. RE40648, Granted March 10, 2009.
- Reclosable mechanical annular flow valve
 - United States Granted Patent No. 7497265, Granted March 3, 2009
- System and method for sealing gravel exit ports in gravel pack assemblies
 - United States Patent Application No. 12329188, Filed December 5, 2008
- Apparatus and methods for limiting debris flow back into an underground base pipe of an injection well
 - United States Granted Patent No. 7793716, Granted September 14, 2010
 - United States Patent Application No. 12853443, Filed August 10, 2010
- Apparatus and methods for allowing fluid flow inside at least one screen and outside a pipe disposed in a well bore
 - United States Granted Patent No. 7987909, Granted August 2, 2011
- Single apparatus and methods for allowing fluid flow inside at least one screen and outside a pipe disposed in a well bore
 - United States Patent Application No. 13194211, Filed July 29, 2011
- Radial flow valve
 - United States Patent Application No. 12048517, Filed March 14, 2008
- Fluid system for controlling fluid losses during hydrocarbon recovery operations
 - United States Granted Patent No. 5228524, Filed July 20, 1993
- Method of propogating a hydraulic fracture using fluid loss control particulates

- United States Granted Patent No. 5325921, Granted July 5, 1994
- Method and apparatus for ramping of stimulation chemical concentrations for treatment of subterranean formations
 - United States Granted Patent No. 5415232, Granted May 16, 1995
- Application of aluminum chlorohydrate in viscosifying brine for carrying proppants in gravel packing
 - United States Granted Patent No. 6211120, Granted April 3, 2001
- Borate crosslinked fracturing fluid viscosity reduction breaker mechanism and products
 - United States Granted Patent No. 6642185, Granted November 4, 2003
- Polyols for breaking of borate crosslinked fracturing fluid
 - United States Granted Patent No. 6617285, Granted September 9, 2003
 - United States Granted Patent No. 7160842, Granted January 9, 2007
 - United States Granted Patent No. 7084093, Granted August 1, 2006
- Fracturing fluids for delayed flow back operations
 - United States Granted Patent No. 7256160, Granted August 14, 2007
- Biodegradable chelant compositions for fracturing fluid
 - United States Granted Patent No. 7078370, Granted July 18, 2006
- Organic acid system for high temperature acidizing
 - United States Granted Patent No. 6805198, Granted October 19, 2004
- Mitigation of proppant sticking in removing downhole tools
 - United States Granted Patent No. 6923260, Granted August 2, 2005
- Single trip horizontal gravel pack and stimulation system and method
 - United States Granted Patent No. 6994166, Granted February 7, 2006
 - United States Granted Patent No. 7195065, Granted March 27, 2007
- Concentrated suspension of particulate additives to fracturing and other fluids

- United States Granted Patent No. 7543644, Granted June 9, 2009
 - United States Granted Patent No. 7543646, Granted June 9, 2009
 - United States Patent Application No. 12481132, Filed June 9, 2001
- Methods of underground formation consolidation
 - United States Granted Patent No. 7703522, Granted April 27, 2010
- Deep water completions fracturing fluid compositions
 - United States Patent Application No. 12830978, Filed July 6, 2010
- Methods and compositions to remove coal fines from aqueous fluids
 - United States Patent Application No. 12643274, Filed December 21, 2009
- Non surging crossover tool
 - United States Patent Application No. 61448071, Filed March 1, 2011
- Pressure activated ratcheting valve
 - United States Patent Application No. 12859455, Filed August 19, 2010
- Pipe junction jacket and method for using same
 - United States Patent Application No. 13309137, Filed December 1, 2011
- Directional drilling tool. U.S. Patent No. 4,895,214
- Composition for removing scale. U.S. Patent No. 5,685,918 and U.S. Patent No. 5,762,821
- Method for treating scale. U.S. Patent No. 5,819,771
- Process for treating surface stored contaminated solids. U.S. Patent No. 5,824,159
- Use of engine heat in treating a well bore. U.S. Patent No. 5,988,280
- Device and method for treating a well bore. U.S. Patent No. 6,073,695
- U.S. Patent App. No. 09/185,988
- U.S. Patent App. No. 09/185,563

- U.S. Patent App. No. 09/185,989
- Method and apparatus for removing gas lift valves from side pocket mandrels.
U.S. Patent No. 5,425,425
- Method of injecting tubing down pipelines
 - United States Granted Patent No. 6,343,657, Granted February 5, 2002
 - United States Granted Patent No. 6,561,280, Granted May 13, 2003
- Bi-directional thruster pig apparatus and method of utilizing same
 - United States Granted Patent No. 7,025,142, Granted April 11, 2006
 - United States Granted Patent No. 6,651,744, Granted November 25, 2003
- Thruster pig apparatus for injecting tubing down pipelines
 - United States Granted Patent No. 6,315,498, Granted November 13, 2001
- Skate apparatus for injecting tubing down pipelines
 - United States Granted Patent No. 6,260,617, Granted July 17, 2001
- Flexible cup for downhole devices
 - United States Granted Patent No. 7,178,588, Granted February 20, 2007
- Device and method for flowing back well bore fluids
 - United States Patent Application No. 12/715,053, Filed March 1, 2010
- Pre-stress annular sealant and method of creating a durable seal in a well bore annulus
 - United States Granted Patent No. 7,712,530, Granted May 11, 2011

TRADEMARKS

Superior Energy Services, LLC

- United States Registration No. 2870551, EMERALD FRAQ, Registered August 3, 2004
- United States Registration No. 3642711, FASTR, Registered June 23, 2009.
- United States Serial No. 85230464, OMNI-PACK, Filed January 31, 2011.
- United States Registration No. 2855231, SURFRAQ, Registered June 15, 2004
- United States Registration No. 2171374, AMBASOL, Registered July 7, 1998
- United States Registration No. 2514140, STARTAC, Registered December 4, 2001