

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Western LCM, Inc.		12/16/2011	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85308274	WP&D WESTERN PUMP & DREDGE
Serial Number:	85308250	WP&D
Serial Number:	85308292	OIL FIELD CLASS
Serial Number:	85308300	WP&D FRAC SUPPORT

**CORRESPONDENCE DATA**

Fax Number: (713)221-2172  
 Phone: 7132232300  
 Email: docketing@bglp.com

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

Correspondent Name: Bracewell & Giuliani LLP  
 Address Line 1: 711 Louisiana Street, Suite 2300  
 Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	088599.000060
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NAME OF SUBMITTER:	Kimberly Wattner
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OP \$115.00 85308274

Signature:	/Michael F. Hay/
Date:	03/08/2012
<b>Total Attachments: 9</b> source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page1.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page2.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page3.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page4.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page5.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page6.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page7.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page8.tif source=Security Agreement from Western LCM Inc to Wells Fargo Bank#page9.tif	

## US PATENT AND TRADEMARK SECURITY AGREEMENT

This US Patent and Trademark Security Agreement dated as of December 16, 2011 (this "Patent and Trademark Security Agreement") is made by and among the subsidiary of the Borrower (as defined below) party hereto (the "Grantor"), and Wells Fargo Bank, National Association, as US administrative agent (the "US Administrative Agent") for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the US Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

### Preliminary Statement

Borrower and US Administrative Agent are parties to the Credit Agreement dated as of June 1, 2011 (as amended, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Rockwater Energy Solutions, Inc., a Delaware corporation ("Borrower"), EnerMAX Services Inc., as the Canadian Borrower, the Lenders, the US Issuing Lender, the Swing Line Lender, the US Administrative Agent, the Canadian Administrative Agent and the Canadian Issuing Lender. It is a requirement under the Credit Agreement that each Grantor that was not a Subsidiary of the Borrower as of the Effective Date shall enter into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

The Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain US Pledge and Security Agreement dated as of June 1, 2011 (as the same may be amended and in effect from time to time, the "US Pledge and Security Agreement") among the grantors party thereto from time to time (the "US Pledge and Security Grantors") in favor of US Administrative Agent for the ratable benefit of the Secured Parties, the US Pledge and Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantor in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the US Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made,

use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto, and (iii) all patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to the Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and

(c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of the Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to US Administrative Agent for the ratable benefit of the Secured Parties pursuant to the US Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the US Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the

State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the US Administrative Agent and the Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

**GRANTOR:**

**WESTERN LCM, INC.**

By: Holli Ladhani  
Holli Ladhani  
Vice President and Treasurer

US ADMINISTRATIVE AGENT:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as US Administrative Agent

By: PC Lauer  
Name: Philip C. Lauer III  
Title: Managing Director

**SCHEDULES:**

Schedule I    Item A-Patent Collateral  
                  Item B-Trademark Collateral

**Schedule I**

**Item A – Patent Collateral**


**U.S. Patents and Patent Applications**

Country	Patent Application No.	Filing Date	Inventor(s)	Title
None.				



**Item B – Trademark Collateral**

**U.S. Trademarks and Trademark Applications**

Serial #	Trademarks/Service Marks	Goods or Services
85308274	 The logo features the letters 'WAD' in a large, stylized, serif font on the left, with '& D' stacked vertically below it. To the right of this, the words 'WESTERN PUMP & DREDGE' are written in a smaller, all-caps, serif font, arranged in three lines: 'WESTERN', 'PUMP &', and 'DREDGE'.	<p>IC 011. US 013 021 023 031 034. G &amp; S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G &amp; S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G &amp; S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G &amp; S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>

Serial #	Trademarks/Service Marks	Goods or Services
85308250	WP&D	<p>IC 011. US 013 021 023 031 034. G &amp; S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G &amp; S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G &amp; S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G &amp; S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>
85308292	OIL FIELD CLASS	<p>IC 011. US 013 021 023 031 034. G &amp; S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G &amp; S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G &amp; S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G &amp; S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>

Serial #	Trademarks/Service Marks	Goods or Services
85308300	WP&D FRAC SUPPORT	<p>IC 011. US 013 021 023 031 034. G &amp; S: Wastewater management and water transfer systems and equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 040. US 100 103 106. G &amp; S: Rental of wastewater management and water transfer equipment, namely, pumps, piping, tanks, manifolds, evaporation systems and filtration systems</p> <p>IC 041. US 100 101 107. G &amp; S: Educational services, namely, developing and conducting training courses and distribution of training materials in connection therewith in the field of wastewater management and water transfer systems and equipment</p> <p>IC 042. US 100 101. G &amp; S: Engineering, design and consultation services in the field of wastewater management and water transfer systems and equipment</p>

HOUSTON\3885039

Schedule I to  
US Patent and Trademark Security Agreement  
(Western LCM, Inc.)

RECORDED: 03/08/2012

TRADEMARK  
REEL: 004733 FRAME: 0307