

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	SPN Fairway Acquisition, Inc.		02/29/2012
	Integrated Production Services, Inc.		02/29/2012
	Texas CES, Inc.		02/29/2012
			<b>Entity Type</b>
			CORPORATION: DELAWARE
			CORPORATION: DELAWARE
			CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	1111 Fannin Street, Floor 10		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Serial Number:	76707771	L2CS
	Serial Number:	76707770	COMPLETE TRAK
	Registration Number:	3733205	EPIC
	Registration Number:	3209877	PACEMAKER PLUNGER
	Registration Number:	4080923	FRACMATE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
<b>Phone:</b>	(212) 455-7976		
<b>Email:</b>	ksolomon@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Mindy M. Lok, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		

CH \$140.00 76707771

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/1750

NAME OF SUBMITTER: Mindy M. Lok

Signature: /mml/

Date: 03/15/2012

Total Attachments: 4  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Patents, Copyrights and Trademarks) (this "Agreement"), dated as of February 29, 2012 is by SPN FAIRWAY ACQUISITION, INC., a Delaware corporation, INTEGRATED PRODUCTION SERVICES, INC., a Delaware corporation, and TEXAS CES, INC., a Texas corporation (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 obligations of the Borrower under the Credit Agreement are to be secured by the Pledgors, as provided under the Credit 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. 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 parties hereby agree 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.

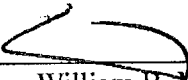
8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[The rest of this page is intentionally blank.]


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

PLEDGORS:


SPN FAIRWAY ACQUISITION, INC.

By:   
Name: William B. Masters  
Title: Vice President and Secretary

TEXAS CES, INC.

By:   
Name: William B. Masters  
Title: Vice President and Secretary

INTEGRATED PRODUCTION SERVICES, INC.

By:   
Name: William B. Masters  
Title: Vice President and Secretary

## **EXHIBIT A**

### **United States Patents and Patent Applications**

Guided transport unit (Patent No. 7,819,209), owned by Complete Production Services, Inc.

Convertible jack (Patent No. 7,117,948), owned by Integrated Production Services, Inc.

Load bearing pump rotor tag bar (Patent. No. 6,338,388), owned by Integrated Production Services, Inc.

### **United States Trademark Registrations and Applications**

L2CS (App. No. 76/707,771), owned by Complete Production Services, Inc.

COMPLETE TRAK (App. No. 76/707,770), owned by Complete Production Services, Inc.

EPIC (Reg. No. 3,733,205), owned by Integrated Production Services, Inc.

PACEMAKER PLUNGER (Reg. No. 3,209,877), owned by Integrated Production Services, Inc.

FRACMATE (Reg. No. 4,080,923), owned by Texas CES, Inc.