

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		04/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Production Control Services, Inc.		
Street Address:	3771 Eureka Way		
City:	Frederick		
State/Country:	COLORADO		
Postal Code:	80516		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3296996	PCS 1000 CONTROLLER	
Registration Number:	3296995	PCS 2000 CONTROLLER	
Registration Number:	3296992	PCS 3000 CONTROLLER	
Registration Number:	3296991	WELL TENDER	
Registration Number:	3296990	WELL TENDER II	
Registration Number:	3297136	PCS	
Registration Number:	3297137	PCS 4000 CONTROLLER	
Registration Number:	3296994	PCS PLUNGER LIFT EQUIPMENT MFR.	
Registration Number:	3296988	PCS	
Registration Number:	3296987	PCS PRODUCTION CONTROL SERVICES	
Registration Number:	4029278	PCS WELLVISION	
Registration Number:	3231877	SMART PLUNGER	
Registration Number:	3523111	PCS HIGH LOW CONTROLLER	

OP \$565.00 3296996

Registration Number:	3523112	PCS 6000 CONTROLLER
Registration Number:	3523113	PCS 5000 CONTROLLER
Registration Number:	3526280	PCS PLUNGER LIFT EQUIPMENT MFR.
Registration Number:	3291737	TUMBLELOCK
Serial Number:	85542167	NITRO2GO
Serial Number:	85542174	WELL OPTIMIZED
Serial Number:	85542192	NITRO2GO NITROGEN GENERATION BY PCS
Serial Number:	85542207	OPTI-FLOW
Serial Number:	85542216	3DSO

#### CORRESPONDENCE DATA

Fax Number: 5132416234

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

Phone: 5132412324

Email: bvogel@whe-law.com

Correspondent Name: David S. Stallard/Wood Herron & Evans

Address Line 1: 441 Vine Street

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	NORRIS-03-329
NAME OF SUBMITTER:	David S. Stallard
Signature:	/David S. Stallard/
Date:	04/30/2012

#### Total Attachments: 5

source=TM\_RELEASE#page1.tif

source=TM\_RELEASE#page2.tif

source=TM\_RELEASE#page3.tif

source=TM\_RELEASE#page4.tif

source=TM\_RELEASE#page5.tif

## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT ("Release") is made as of April 25, 2012, by GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent ("Administrative Agent"), a Delaware corporation, located at 500 West Monroe Street, Chicago, Illinois 60661, in favor of PRODUCTION CONTROL SERVICES, INC., a Delaware corporation, ("Assignee"), located at 3771 Eureka Way, Frederick, Colorado 80516. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

### WITNESSETH:

WHEREAS, Administrative Agent, as successor-in-interest to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., in its capacity as administrative agent, ("Merrill") and Assignee are parties to that certain Security Agreement dated January 5, 2007, pursuant to which Assignee granted to Administrative Agent a security interest in substantially all of the assets of Assignee;

WHEREAS, Assignee and Merrill are parties to that certain Trademark Security Agreement dated as of January 5, 2007 (the "2007 Security Agreement"), and Merrill and Administrative Agent are parties to that certain Amendment and Assignment of Trademark Security Agreement, dated as of February 15, 2008, pursuant to which Merrill assigned and transferred to Administrative Agent all of its interests in, to and under the 2007 Security Agreement;

WHEREAS, Assignee and Administrative Agent are parties to (i) the certain Trademark Security Agreement dated as of August 12, 2011, and (ii) that certain Trademark Security Agreement dated as of February 15, 2008 (together with the 2007 Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Assignee granted a continuing security interest to Administrative Agent as security for certain obligations owing by Assignee to Administrative Agent in Assignee's entire right, title and interest in and to the Trademark Collateral (as defined herein):

WHEREAS, the Security Agreements (including the assignments thereof and amendments thereto) were recorded by the United States Patent and Trademark Office on (i) January 11, 2007 at Reel 3459, Frame 0097, (ii) March 12, 2008 at Reel 3738, Frame 0262, (iii) March 12, 2008 at Reel 3738, Frame 0830, and (iv) August 15, 2011 at Reel 4604, Frame 0518;

WHEREAS, Assignee has requested that Administrative Agent release its security interest in the Trademarks and Trademark Rights and reassign any and all rights in the same to the Assignee.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby terminates, releases and discharges fully its collateral pledge, grant, assignment, lien and security interest in Assignee's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively the "Trademark Collateral"):

(i) all (a) Trademarks and (b) IP Licenses providing for the grant by or to Assignee of any right under any Trademark, including, with respect to each of the foregoing (a) and (b), without limitation, those referred to on Schedule 1 hereto and in and to all trademarks, registrations or pending applications thereon, all domain names and any agreements of any nature listed on Schedule 1 appended hereto;

(ii) all renewals and extensions of the foregoing (i);

(iii) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing (i) through (ii); and

(iv) all income, royalties, and proceeds of the foregoing (i) through (iii), including, without limitation, any claim by Assignee against third parties for past, present, or future infringement, misappropriation, dilution, violation or other impairment of any of the foregoing (i) through (iii) or injury to the goodwill associated with any of the foregoing (i) through (iii).

2. Administrative Agent hereby reassigns, grants and conveys to Assignee, without any representation or warranty by, or recourse to, Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademark Collateral.

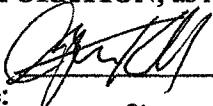
3. Administrative Agent hereby authorizes Assignee or Assignee's authorized representative to, at Assignee's sole cost and expense, (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Administrative Agent in the Trademark Collateral including the Trademarks, and/or (iii) otherwise file this Release.

4. Administrative Agent further agrees, in each case at Assignee's sole cost and expense, to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts, in each case which Assignee (or its agents or designees) reasonably requests in order to confirm this Release and Assignee's right, title, and interest in and to the Trademark Collateral including the Trademarks and IP Licenses.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark  
Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Christopher Kill  
Duly Authorized Signatory

## SCHEDULE 1

### U.S. TRADEMARK REGISTRATIONS

Mark	Serial No.	Registration No.
PCS 1000 CONTROLLER	77091604	3296996
PCS 2000 CONTROLLER	77091602	3296995
PCS 3000 CONTROLLER	77091594	3296992
WELL TENDER	77091592	3296991
WELL TENDER II	77091590	3296990
PCS	77120207	3297136
PCS 4000 CONTROLLER	77120217	3297137
PCS PLUNGER LIFT EQUIPMENT MFR.	77091599	3296994
PCS	77091587	3296988
PCS PRODUCTION CONTROL SERVICES	77091583	3296987
PCS WELL VISION	77794653	4029278
SMART PLUNGER	78802576	3231877
PCS HIGH LOW CONTROLLER	77120230	3523111
PCS 6000 CONTROLLER	77120237	3523112
PCS 5000 CONTROLLER	7712045	3523113
PCS PLUNGER LIFT EQUIPMENT MFR. (stylized)	77120891	3526280
TUMBLELOCK*	78664512	3291737

\* This registration was erroneously included in a prior recorded document due to an inadvertent number transposition and is included here to clear any title chain issues arising from that inadvertent error.

---

U.S. TRADEMARK APPLICATIONS

1. Mark: PCS PLUNGER LIFT EQUIPMENT MFR., to be filed
2. Mark: PCS 1000 CONTROLLER, to be filed
3. Mark: PCS 2000 CONTROLLER, to be filed
4. Mark: PCS 3000 CONTROLLER, to be filed
5. Mark: PCS AUTO 5000 T CONTROLLER, to be filed
6. Mark: WELL TENDER, to be filed
7. Mark: WELL TENDER II, to be filed
8. Mark: PCS, to be filed

United States Trademark Application Serial No. 85/542,167, filed 2/14/2012 for mark  
NITRO2GO

United States Trademark Application Serial No. 85/542,174, filed 2/14/2012 for mark  
WELL OPTIMIZED

United States Trademark Application Serial No. 85/542,192, filed 2/14/2012 for mark  
NITRO2GO NITROGEN GENERATION BY PCS

United States Trademark Application Serial No. 85/542,207, filed 2/14/2012 for mark  
OPTI-FLOW

United States Trademark Application Serial No. 85/542,216 filed 2/14/2012 for mark  
3DSO