

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>	<b>Entity Type</b>
KEEN ENERGY SERVICES, LLC		10/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	National Banking Association: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3852588	KEEN ENERGY SERVICES	
Registration Number:	3852665	KEEN ENERGY SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-758-1500		
<b>Email:</b>	shernandez@pattonboggs.com		
<b>Correspondent Name:</b>	Brian D. Owens		
<b>Address Line 1:</b>	2000 McKinney Avenue, Suite 1700		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	020947.0104		
<b>NAME OF SUBMITTER:</b>	Brian D. Owens		

OP \$65.00 3852588

Signature:	/Brian D. Owens/
Date:	10/23/2012
<b>Total Attachments: 6</b> source=10. Trademark Security Agreement#page1.tif source=10. Trademark Security Agreement#page2.tif source=10. Trademark Security Agreement#page3.tif source=10. Trademark Security Agreement#page4.tif source=10. Trademark Security Agreement#page5.tif source=10. Trademark Security Agreement#page6.tif	

## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 17, 2012 (this "Security Agreement"), is made by KEEN ENERGY SERVICES, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, Latshaw Drilling Company, LLC, a Texas limited liability company ("LDC"), Keen Energy Services, LLC, a Delaware limited liability company ("Keen", and together with LDC, each, a "Borrower", and collectively, the "Borrowers"), Latshaw Drilling and Exploration Company, a Texas corporation (the "Parent Guarantor"), the lenders from time to time parties thereto, the issuing bank party thereto and the Administrative Agent have entered into a Revolving Credit Loan Agreement, dated as of October 17, 2012 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Borrowers, the Parent Guarantor and certain subsidiaries of the Borrowers have entered into the Guaranty and Security Agreement, dated as of October 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**SECTION 1.** Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Guaranty and Security Agreement.

**SECTION 2.** Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby mortgages, pledges, hypothecates and assigns to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following, in each case, whether now owned or hereafter acquired, and whether now existing or hereafter arising (the "Trademark Collateral");

(i) all Trademarks, and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Guaranty and Security Agreement.** The assignment made, and security interest granted, pursuant to this Security Agreement is made and granted in conjunction with the assignment made, and security interest granted, to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Administrative Agent or any other Secured Party, the Grantor further agrees that the Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action deemed by the Administrative Agent to be necessary or desirable in connection with, the rights of Grantor with respect to all Trademarks and Trademark Licenses.

**SECTION 5. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Security Agreement may be executed by facsimile signature or other electronically transmitted signature and a facsimile signature or other electronically transmitted signature shall constitute an original for all purposes.

**SECTION 6. Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law).

**SECTION 7. Miscellaneous.** This Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Administrative Agent and the other Secured Parties, the future holders of the Loans (as defined in the Credit Agreement), and their respective successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Security Agreement without the prior written consent of the Administrative Agent and the Lenders. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.2 of the Credit Agreement. Any provision of this

Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity, illegality or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction. The Grantor hereby expressly waives notice of acceptance of this Security Agreement, acceptance on the part of the Administrative Agent and the other Secured Parties being conclusively presumed by their request for this Security Agreement and delivery of the same to the Administrative Agent.

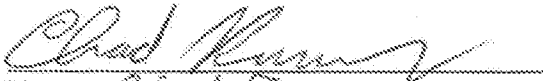
[Remainder of Page Intentionally Left Blank; Signatures Follow]



Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:   
Name: *Chad Ramsey*  
Title: *Director*

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Class</b>	<b>Registration / Application No. and Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
Keen Energy Services	Oil and gas drilling services; construction of oil and gas rigs and drilling sites	3852588 registered Sept. 28, 2010	Keen Energy Services, LLC	Live/Renewal required by approximately September 28, 2015
Keen Energy Services	Oil and gas drilling services; construction of oil and gas rigs and drilling sites	3852665 registered Sept. 28, 2010	Keen Energy Services, LLC	Live/Renewal required by approximately September 28, 2015