

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
CANADIAN ENERGY SERVICES L.P.		04/22/2013	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	HSBC BANK CANADA
Street Address:	407 8th Ave. S.W.
City:	Calgary
State/Country:	CANADA
Postal Code:	T2P 1E6
Entity Type:	international bank in Canada: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	74076917	SYSTEM SAVER
Serial Number:	78515962	SMART BALLS
Serial Number:	77294164	ICP POWDER
Serial Number:	77412681	REVIVE
Serial Number:	85438006	SUPERCORR

CORRESPONDENCE DATA

Fax Number: 6508494619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-849-4857
 Email: jenny.zhang@bingham.com
 Correspondent Name: Jenny Zhang
 Address Line 1: 1117 S. California Avenue
 Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	0000358780	TRADEMARK
-------------------------	------------	------------------

CH \$140.00 74076917

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jenny Zhang

Signature:

/Jenny Zhang/

Date:

04/24/2013

Total Attachments: 10

source=CES-TrademarkAgt#page1.tif

source=CES-TrademarkAgt#page2.tif

source=CES-TrademarkAgt#page3.tif

source=CES-TrademarkAgt#page4.tif

source=CES-TrademarkAgt#page5.tif

source=CES-TrademarkAgt#page6.tif

source=CES-TrademarkAgt#page7.tif

source=CES-TrademarkAgt#page8.tif

source=CES-TrademarkAgt#page9.tif

source=CES-TrademarkAgt#page10.tif

TRADEMARK PLEDGE AND SECURITY AGREEMENT

TRADEMARK PLEDGE AND SECURITY AGREEMENT (this "Agreement") dated as of April 22, 2013, between CANADIAN ENERGY SERVICES L.P. (the "Grantor") and HSBC BANK CANADA as collateral agent (the "Agent").

WHEREAS, in connection with and as a condition to that certain Credit Agreement, dated as of December 22, 2011, among the Grantor, AES Drilling Fluids, LLC, the lenders party thereto from time to time, the Agent and HSBC Bank USA, National Association, as the U.S. Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Grantor, in its best interest, is party to a General Security Agreement, dated as of December 21, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor and the Agent for the benefit of the Lenders, the other Bank Product Providers and the Hedging Affiliates (collectively, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in all of the Grantor's present and future undertaking, assets and property, both real and personal, including without limitation the trademarks, service marks, trademark and service mark registrations and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, an agreement in substantially the form of this Agreement;

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement.

"Trademark Collateral" means (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule A hereto, whether currently in use or not, all registrations and recordings thereof and all applications 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 (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”), (b) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b), (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b), and (e) all Proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST.

The Grantor hereby unconditionally grants, assigns and pledges to Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral, whether now owned or hereafter acquired or arising, which includes, without limitation, the Trademark Collateral with respect to those trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications referred to on Schedule A (the “Security Interest”). This Agreement and the Security Interest created hereby secures the prompt and indefeasible payment in full and performance of the Obligations, whether now existing or arising hereafter.

3. REPRESENTATIONS AND WARRANTIES.

The Grantor represents that except for any Trademark Collateral in which the Grantor owned an interest prior to March 1, 2013, and except for the Trademark Collateral specified in Schedule A hereto, the Grantor does not own and has no interests in any Trademark Collateral as of the date hereof. The Grantor further represents and warrants that, with respect to all Trademark Collateral specified in Schedule A hereto, (a) such Trademark Collateral (except for any Trademark Collateral that is immaterial to the business of the Grantor) is valid, subsisting, unexpired and enforceable and has not been abandoned or adjudged invalid or unenforceable, in whole or in part, (b) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral (except for any Trademark Collateral that is immaterial to the business of the Grantor), subject to Permitted Encumbrances, and no claim has been made that the use of such Trademark Collateral does or may, conflict with, infringe, misappropriate, dilute, misuse or otherwise violate any of the rights of any third party in any material respects, (c) the Grantor has made all necessary filings and recordations to protect its interest in such material Trademark Collateral, including recordations of any of its interests in such material Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world, and, to the extent necessary, has used proper statutory notice in connection with its use of any material Trademark in any of the Trademark Collateral, (d) to the Grantor’s knowledge, no third party is infringing upon any material Trademark Collateral owned or used by the Grantor in any material respect, or any of its respective licensees, (e) no settlement or consents, covenants not to sue, nonassertion assurances,

or releases have been entered into by the Grantor or to which the Grantor is bound that adversely affects its rights to own or use any Trademark Collateral, (f) the Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale or transfer of any Trademark Collateral for purposes of granting a security interest or as Collateral that has not been terminated or released, (g) the Grantor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with any Trademarks and has taken all commercially reasonable action necessary to insure that any licensees of any Trademarks owned by the Grantor use such adequate standards of quality, (h) the consummation of the transactions contemplated by the Credit Agreement and the Security Agreement will not result in the termination or material impairment of any material portion of the Trademark Collateral, and (i) the Grantor owns directly or is entitled to use by license or otherwise, any trademarks, tradenames, Trade Secrets, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in, and necessary for the conduct of the Grantor's business in any material respect.

4. AFTER-ACQUIRED TRADEMARKS, ETC.

The Grantor authorizes the Agent to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending Schedule A hereto to include any future or other Trademark Collateral.

5. SECURITY AGREEMENT.

The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Trademark Collateral granted to the Agent under the Security Agreement. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

6. TERMINATION.

This Agreement shall terminate automatically upon termination of the Security Agreement.

7. GOVERNING LAW; CONSENT TO JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Grantor and each of the Beneficiaries each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this

Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Grantor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

8. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of the Grantor and the Agent. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

9. AMENDMENTS, ETC.

This Agreement may not be amended or modified in any respect except by written instrument signed by the Grantor and the Agent. No waiver of any provision of this Agreement by the Agent shall be effective unless the same is in writing and signed by the Agent, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Agent (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement or applicable Lender Financial Instrument (as the case may be). The Grantor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

10. MISCELLANEOUS.

This Agreement is a Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article 16 thereof.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its successors and assigns, subject to the limitations as set forth in the Credit Agreement. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

All references to instruments, documents, contracts, and agreements (including this Agreement) are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified and shall include all schedules and exhibits thereto unless otherwise specified. The words "hereof", "herein", and "hereunder" and words of similar import when used


in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “including” means “including, without limitation,”.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CANADIAN ENERGY SERVICES L.P., as
Grantor,

by its general partner, CANADIAN ENERGY
SERVICES INC.

By: 
Name: Craig F. Nieboer
Title: Chief Financial Officer

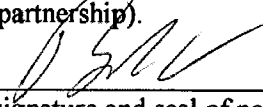
[Trademark Pledge and Security Agreement - Canadian Energy Services L.P.]

TRADEMARK
REEL: 005013 FRAME: 0740

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF Alberta)
COUNTY OF Canada) ss.

On this 21 day of April, 2013, before me, the undersigned notary public, personally appeared Craig Nieboer, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Chief Financial Officer for Canadian Energy Services Inc., an Alberta corporation, the general partner of Canadian Energy Services L.P., an Ontario limited partnership).



(official signature and seal of notary)

My commission expires: ~~My Commission expires at the Pleasure of the Lieutenant Governor~~

BRADLEY D. VESCAPELLI

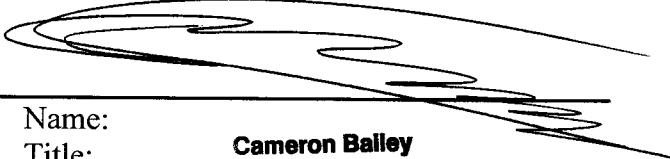
[Trademark Pledge and Security Agreement - Canadian Energy Services L.P.]

HSBC BANK CANADA, as Agent

By: _____

Name:

Title:



Cameron Bailey
Senior Manager
Syndications and Commercial Banking
Prairie Region

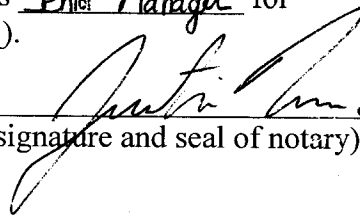
[Trademark Pledge and Security Agreement - Canadian Energy Services L.P.]

TRADEMARK
REEL: 005013 FRAME: 0742

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF Alberta)
CITY OF Calgary) ss.

On this 12th day of April, 2013, before me, the undersigned notary public, personally appeared Cameron Bailey, proved to me through satisfactory evidence of identification, which were Permanent Resident Card; Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Senior Manager for HSBC Bank Canada, a Canadian Chartered bank).


(official signature and seal of notary)

My commission expires: N/A

Justin A. Turc
Student-at-Law

SCHEDULE A

Grantor	Trademark Name	Country/State	Serial No.	Registration No.
Canadian Energy Services L.P.	System Saver	USA	74076917	1,666,336
Canadian Energy Services LP	SMART BALLS	USA	78515962	3,108,052
Canadian Energy Services LP	ICP POWDER	USA	77294164	3,501,047
Canadian Energy Services LP	REVIVE	USA	77412681	3,523,745
Canadian Energy Services LP	SUPERCORR	USA	85438006	4,149,920