## 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
FLOTEK INDUSTRIES, INC.		05/10/2013	CORPORATION: DELAWARE
CESI CHEMICAL, INC.		05/10/2013	CORPORATION: OKLAHOMA
CESI MANUFACTURING, LLC		105/10/2013	LIMITED LIABILITY COMPANY: OKLAHOMA
MATERIAL TRANSLOGISTICS, INC.		05/10/2013	CORPORATION: TEXAS
TELEDRIFT COMPANY		05/10/2013	CORPORATION: DELAWARE
TURBECO, INC.		05/10/2013	CORPORATION: TEXAS
USA PETROVALVE, INC.		05/10/2013	CORPORATION: TEXAS
FLOTEK ACQUISITION INC.		05/10/2013	CORPORATION: DELAWARE
FLORIDA CHEMICAL COMPANY, INC.		05/10/2013	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	2100 ROSS AVENUE, SUITE 1850
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3620715	STIMLUBE
Registration Number:	3890213	STIMOIL
Registration Number:	4191818	CNF
Serial Number:	85617210	SAVE THE PLANET
Serial Number:	85617217	SAVING THE PLANET
		TRADEMARK

REEL: 005043 FRAME: 0460

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Serial Number:	85617255	SAVE THE PLANET, ONE FRAC AT A TIME
Serial Number:	85617259	SAVE THE PLANET, ONE WELL AT A TIME
Serial Number:	85617266	SAVING THE PLANET, ONE FRAC AT A TIME
Serial Number:	85617271	SAVING THE PLANET, ONE WELL AT A TIME
Serial Number:	85676653	COMPLEX NANO FLUID
Serial Number:	85730808	CESI CHEMICAL
Serial Number:	85730819	CESI CHEMICAL A FLOTEK COMPANY
Serial Number:	85840799	REGAIN PERM
Serial Number:	85590062	FRACDOG
Serial Number:	85590054	FRACDOG FLOTEK
Serial Number:	85617186	STEMULATOR
Serial Number:	85730837	FLOTEK
Serial Number:	85730849	FLOTEK
Serial Number:	85796526	IS FLOTEK IN YOUR WELL?
Serial Number:	85796533	IS FLOTEK IN YOUR WELL?
Serial Number:	85570669	FC-PRO
Registration Number:	2808482	FRESHNOTES
Registration Number:	2148778	E-Z-MULSE
Registration Number:	2924365	CITRUSOY
Registration Number:	2700462	CITRUS BURST
Registration Number:	3126937	NATURAL-MULSE
Registration Number:	4078830	FLORIDA CHEMICAL COMPANY, INC.
Registration Number:	3444860	CITRUS-MULSE
Registration Number:	2555746	LIQUID HAMMER
Serial Number:	85491406	TELEDRIFT

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: nhuynh@pattonboggs.com

Correspondent Name: Nam Huynh

Address Line 1: 2000 Mckinney Ave
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009125.0176
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NAME OF SUBMITTER: Nam H. Huynh

TRADEMARK

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	/Nam H. Huynh/
Date:	06/07/2013
Total Attachments: 15	
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#### AMENDED AND RESTATED

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, modified, supplemented, extended and/or joined from time to time, the "IP Security Agreement") dated as of May 10, 2013, is made by the Persons listed on the signature page hereof (individually, each a "Grantor" and collectively, jointly and severally, the "Grantors") in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for itself and as agent for the other Lenders party from time to time to the Credit Agreement referred to below (PNC, together with its successors and assigns in such capacity, "Agent").

WHEREAS, **FLOTEK INDUSTRIES**, **INC.**, a Delaware corporation ("<u>Holdings</u>"), certain Subsidiaries of Holdings (such Subsidiaries, together with Holdings, being referred to hereinafter each individually as a "<u>Borrower</u>" and collectively, jointly and severally, as "<u>Borrowers</u>"), have entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended and/or joined from time to time, the "<u>Credit Agreement</u>"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement);

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

#### SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv)

rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

- (b) "Copyright License" means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor's Copyrights or Copyright registrations are not assignable.
- (c) "Patents" shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.
- (d) "Patent License" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor's Patents or Patent registrations are not assignable.
- (e) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.
- (f) "<u>Trademark License</u>" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; *provided*, *that*, Grantor has identified on Schedule B attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.
- SECTION 2. **Grant of Security**. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"):

- (i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on <u>Schedule A</u> hereto;
- (ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on <u>Schedule B</u> hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on <u>Schedule C</u> hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- SECTION 3. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.
- SECTION 4. **Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.
- SECTION 5. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of 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.
- SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. <u>Governing Law</u>. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Texas without giving effect to its choice of law provisions that would require the application of another state's laws.

SECTION 8. <u>Amendment and Restatement</u>. This IP Security Agreement amends and restates (but does not constitute an extinguishment or novation of) that certain Intellectual Property Security Agreement dated September 23, 2011 by the Grantors listed thereon in favor of Agent for the Lenders.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

## **GRANTORS**

FLOTEK INDUSTRIES, INC.

Name: John Chisholm
Title: CEO and President

CESI CHEMICAL, INC.

By: Name John Chisholn

Name: John Chisholm

Title: CÉO

CESI MANUFACTURING, LLC

By: Name: John Chisholm

Title:(CEO

MATERIAL TRANSLOGISTICS, INC.

Name: John Chisholm

Title: CEO and President

TELEDRIFT COMPANY

By: Name: John Chisholm

Title: CEO and President

TURBECO, INC.

Name John Chisholm Title: CEO and President

USA PETROVALVE, INC.

Namo. John Chisholm

Title: CEO and President

FLOTEK ACQUISITION INC., a Delaware

corporation

By: Name: John Chisholm

Title: CEO and President

And upon consummation of the transactions contemplated by the Merger Agreement:

FLORIDA CHEMICAL COMPANY, INC., a

Delaware corporation

Name: John Chisholm

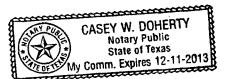
Title: CEO and President

#### **ACKNOWLEDGMENT**

STATE OF TUXE	:
li -	: SS
COUNTY OF HAINS	:

Before me, the undersigned, a Notary Public, on this 10th day of May, 2013, personally appeared John Chisholm, to me known personally, who, being by me duly sworn, did say that he/she is the CEO and/or President of each of FLOTEK INDUSTRIES, INC., CESI CHEMICAL, INC., CESI MANUFACTURING, LLC, MATERIAL TRANSLOGISTICS, INC., TELEDRIFT COMPANY, TURBECO, INC., USA PETROVALVE, INC., and FLORIDA CHEMICAL COMPANY, INC., each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and the said John Chisholm acknowledged said instrument to be his/her free act and deed.

(SEAL)



Notary Public

My Commission Expires:

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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# **SCHEDULE A**

# PATENTS AND PATENT LICENSES

Patent Name	Number	<u>Date</u>	Inventor	If Foreign Patent, What Country?	Company/ Subsidiary
Biosolvent composition of lactate ester and D-limonene with improved cleaning and solvating properties	6,797,684	9/28/2004	Mark Henneberry, Joshua A. Snively, Gerald J. Vasek, Rathin Datta		Florida Chemical Company, Inc. (formerly named Flotek Acquisition Inc.)
	PCT/US03/0740 9	03/11/2003		PCT	Florida Chemical Company, Inc. (formerly named Flotek Acquisition Inc.)
	2003213826	03/11/2003		AUSTRALIA	Florida Chemical Company, Inc. (formerly named Flotek Acquisition Inc.)
A Low Friction Centralizer	12,770,347	04/29/2010	Robert Wittman, Gregory Keller		Flotek Industries, Inc.
A Low Friction Centralizer	20110011364	10/27/2011	Robert Wittman, Gregory Keller	Mexico	Flotek Industries, Inc.
A Low Friction Centralizer	PCT/US2010/03 2987	04/29/2010	Robert Wittman, Gregory Keller	PCT	Flotek Industries, Inc.
A Low Friction Centralizer	2760670	04/29/2010	Robert Wittman, Gregory Keller	Canada	Flotek Industries, Inc.
Centralized Stop Collar for Floating Centralizer	6,533,034	3/18/2003	Troy Barger		Flotek Industries, Inc.
Check Valve with Reversible Valve Ball and	5,829,952	11/3/1998	Darrel W.		Flotek Industries, Inc.

[Flotek] IP Security Agreement 009125.0176\4810-8023-1955.

Seat			Shadden		
Improved System and Method for the Reduction of Ferric Ion	PCT/US11/6614 1	12/20/2011	Michael M. Brezinski	PCT	CESI Chemical, A Flotek Company  No national stage applications will be filed for this matter.
Composition and Process for Well Cleaning	PCT/US03/0606 9	02/28/2003	Holcomb, Penny, Pursley	PCT	CESI Chemical, A Flotek Company This application has expired.
Composition and Process for Well Cleaning	2003219942	07/31/2003	Holcomb, Penny, Pursley	AUSTRALIA	CESI Chemical, A Flotek Company This application was abandoned.
Downhole Separator and Method	PCT/US2003/02 6045	08/20/2003	Morrison, Morrison	PCT	CESI Chemical, A Flotek Company This application has expired.
Composition and Process for Well Cleaning	2,478,433	12/8/2009	John T. Pursley, David L. Holcomb and Glenn S. Penny	Canada	CESI Chemical, A Flotek Company
High Temperature Foamer Formulations for Downhole Injection	7,122,509	10/17/2006	John Todd Sanner, Glenn S. Penny and Roger Padgham		CESI Chemical, A Flotek Company
Composition and Process for the Treatment of Hydrogen Sulfide	7,544,639	6/9/2009	John T. Pursley, David L. Holcomb and Glenn S. Penny		CESI Chemical, A Flotek Company

Composition and Process for Well Cleaning	7,380,606	6/3/2008	John T. Pursley, David L. Holcomb and Glenn S. Penny		CESI Chemical, A Flotek Company
Measurement While Drilling Apparatus and Method of Using the Same	7,735,579	9/11/2006	Manoj Gopalan and Stephen B. Poe		Teledrift Acquisition, Inc.
Measurement While Drilling Apparatus and Method of Using the Same	Publication No. WO/2007/03312	9/12/2006	Manoj Gopalan and Stephen B. Poe	Patent Cooperation Treaty	Teledrift, Inc.
Composition and Process for Well Cleaning	03716227.8	2/28/2003	John T. Pursley, David L. Holcomb and Glenn S. Penny	Patent Cooperation Treaty/ European Patent Office	CESI Chemical, A Flotek Company
Composition and Process for Well Cleaning	2004 4148	2/28/2003	John T. Pursley, David L. Holcomb and Glenn S. Penny	Patent Cooperation Treaty/Norwegian National	CESI Chemical, A Flotek Company
Drag-Reducing Copolymer Compositions	Application No.: 12/268,408	11/10/2008	Earl Parnell, Todd Sanner, Marlin Holtmyer, David Philpot, Andrei Zelenev, Gydeon Gilzow, Thomas Sifferman, Lakia Champagne		CESI Chemical, Inc.
Water-in-Oil Microemulsions for Oilfield	Application No: 12/618,535	11/13/2009	Lakia Champagne; David S.		CESI Chemical, Inc.

Applications	Priority No.: 61/114,125		Morrison		
Gas Generating System for Stimulation and Deliquification	Application No: 13/194,587	07/29/2011	Dismuke, Kaufmann, Juppe, Penny, Fox, Zhou		CESI Chemical, Inc
Gas Generating System for Stimulation and Deliquification	Application No: PCT/US2011/45 969	07/29/2011	Dismuke, Kaufman, Juppe, Penny, Fox, Zhou	Patent Cooperation Treaty	CESI Chemical, Inc.
DRAG- REDUCING COPOLYMER COMPOSITIO NS	Application No: 13274125  Pub# 20120035085	10/14/2011	Earl Parnell, Todd Sanner, Marlin Holtmyer, David Philpot, Andrei Zelenev, Gydeon Gilzow et al		CESI CHEMICAL, INC. 13274125
Surfactant Formulations for Foam Flooding	PCT/US2013/36 650	04/15/2013	Penny, Bian, Pursley	Patent Cooperation Treaty	CESI Chemical, Inc.
Surfactant Formulations for Foam Flooding	13/863,205	04/15/2013	Penny, Bian, Pursley		CESI Chemical, Inc.
Compositions and Methods for Enhancement of Production of Liquid and Gaseous Hydrocarbons	13/889,709	05/08/2013	Champagne, Dismuke, Penny, Zhou, Zelenev, Lett		CESI Chemical, Inc.
Siloxane Surfactant Additives for Oil and Gas Applications	13/831,410	03/14/2013	Penny, Dismuke, Fox, Zelenev, Hill		CESI Chemical, Inc.
Oxidative Breakers in a Silicone Based Suspension	13/830,925	03/14/2013	Dismuke, Philpot, Hill, Pennypacker, Hill		CESI Chemical, Inc.

# **SCHEDULE B**

#### TRADEMARKS AND TRADEMARK LICENSES

Trademark	Number	Date	If Foreign Trademark, What Country?	Company/Subsidiary
STIMLUBE	3,620,715	5/12/2009	Country:	CESI Chemical, Inc.
STIMOIL	3,890,213	12/14/2010		CESI Chemical, Inc.
CNF	4,191,818	08/14/2012		CESI Chemical, Inc.
SAVE THE	85/617,210	05/04/2012		CESI Chemical, Inc.
PLANET	007017,210	05,0 1,2012		
SAVING THE	85/617,217	05/04/2012		CESI Chemical, Inc.
PLANET				
SAVE THE	85/617,255	05/04/2012		CESI Chemical, Inc.
PLANET, ONE	,			,
FRAC AT A TIME				
SAVE THE	85/617,259	05/04/2012		CESI Chemical, Inc.
PLANET, ONE				
WELL AT A TIME				
SAVING THE	85/617,266	05/04/2012		CESI Chemical, Inc.
PLANET, ONE				
FRAC AT A TIME				
SAVING THE	85/617,271	05/04/2012		CESI Chemical, Inc.
PLANET, ONE				
WELL AT A TIME				
COMPLEX NANO	85/676,653	07/13/2012		CESI Chemical, Inc.
FLUID				
CESI CHEMICAL	85/730,808	09/17/2012		CESI Chemical, Inc.
CESI CHEMICAL	85/730,819	09/17/2012		CESI Chemical, Inc.
(DESIGN)				
REGAIN PERM	85/840,799	02/05/2013		CESI Chemical, Inc.
STIMLUBE	1,605,232	12/05/2012	Canada	CESI Chemical, Inc.
STIMOIL	1,605,236	12/05/2012	Canada	CESI Chemical, Inc.
CNF	1,605,238	12/05/2012	Canada	CESI Chemical, Inc.
CESI CHEMICAL	1,605,240	12/05/2012	Canada	CESI Chemical, Inc.
CESI CHEMICAL	1,605,241	12/05/2012	Canada	CESI Chemical, Inc.
(DESIGN)				
SAVE THE	1,605,239	12/05/2012	Canada	CESI Chemical, Inc.
PLANET				
FRACDOG	85/590,062	04/05/2012		Turbeco, Inc.
FRACDOG	85/590,054	04/05/2012		Turbeco, Inc.
(DESIGN)				
STEMULATOR	85/617,186	05/04/2012		Turbeco, Inc.
FLOTEK	85/730,837	09/17/2012		Flotek Industries, Inc.
FLOTEK (DESIGN)	85/730,849	09/17/2012		Flotek Industries, Inc.

[Flotek] IP Security Agreement 009125.0176\4810-8023-1955.

IS FLOTEK IN	85/796,526	12/06/2012		Flotek Industries, Inc.
YOUR WELL? IS FLOTEK IN	85/796,533	12/06/2012		Flotek Industries, Inc.
YOUR WELL?	03/190,333	12/00/2012		Plotek industries, inc.
FLOTEK	1,605,233	12/05/2012	Canada	Flotek Industries, Inc.
FLOTEK (DESIGN)	1,605,234	12/05/2012	Canada	Flotek Industries, Inc.
IS FLOTEK IN	1,605,882	12/10/2012	Canada	Flotek Industries, Inc.
YOUR WELL?				
FC-PRO	Application	3/15/2012		Florida Chemical
	No.			Company, Inc.
	85570669			(formerly named
				Flotek Acquisition
FreshNotes	2808482	1/27/2004		Inc.) Florida Chemical
Tresinvoies	2000402	1/2//2004		Company, Inc.
				(formerly named
				Flotek Acquisition
				Inc.)
E-Z-MULSE	2148778	4/7/1998		Florida Chemical
				Company, Inc.
				(formerly named
				Flotek Acquisition
				Inc.)
CITRUSOY	2924365	2/1/2005		Florida Chemical
				Company, Inc.
				(formerly named
				Flotek Acquisition Inc.)
CITRUS BURST	2700462	3/25/2003		Florida Chemical
CITROS BORST	2700402	312312003		Company, Inc.
				(formerly named
				Flotek Acquisition
				Inc.)
NATURAL-	3126937	8/8/2006		Florida Chemical
MULSE				Company, Inc.
				(formerly named
				Flotek Acquisition
EL ODID A	4070020	1/2/2012		Inc.)
FLORIDA	4078830	1/3/2012		Florida Chemical
CHEMICAL COMPANY, INC.				Company, Inc. (formerly named
(and Design)				Flotek Acquisition
(and Design)				Inc.)
CITRUS-MULSE	3444860	6/10/08		Florida Chemical
				Company, Inc.
				(formerly named

				Flotek Acquisition
				Inc.)
LIQUID HAMMER	2555746	4/2/2002		Florida Chemical
				Company, Inc.
				(formerly named
				Flotek Acquisition
				Inc.)
FLORIDA	TMA847035	3/25/2013	Canada	Florida Chemical
CHEMICAL				Company, Inc.
COMPANY, INC.				(formerly named
(and Design)				Flotek Acquisition
				Inc.)
TELEDRIFT	85491406	12/09/2011		Teledrift Company

# SCHEDULE C COPYRIGHTS AND COPYRIGHT LICENSES

None

[Flotek] IP Security Agreement 009125.0176\4810-8023-1955.

TRADEMARK REEL: 005043 FRAME: 0477

**RECORDED: 06/07/2013**