

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
STALLION OILFIELD SERVICES LTD.		06/19/2013	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	Bank of America Plaza, 901 Main Street
Internal Address:	Mail Code: TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3496054	EVERYTHING BUT THE RIG
Registration Number:	3144846	STALLION OILFIELD SERVICES
Registration Number:	3532616	STARCOMM
Registration Number:	3317824	STARCOMM STALLION REMOTE COMMUNICATIONS
Registration Number:	3302264	STARCOMM STALLION REMOTE COMMUNICATIONS
Registration Number:	3642886	STALLION
Registration Number:	3787736	STALLION UNIVERSITY
Registration Number:	4147766	STAY WELL FOCUSED

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2129693000

CH \$215.00 3496054

Email: trademark@proskauer.com
Correspondent Name: Proskauer Rose LLP
Address Line 1: 11 Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	17437-001
NAME OF SUBMITTER:	Donna M. Tirella
Signature:	/Donna M. Tirella/
Date:	06/20/2013

Total Attachments: 5
source=17437-001-TRADEMARK-ASSIGNMENT#page1.tif
source=17437-001-TRADEMARK-ASSIGNMENT#page2.tif
source=17437-001-TRADEMARK-ASSIGNMENT#page3.tif
source=17437-001-TRADEMARK-ASSIGNMENT#page4.tif
source=17437-001-TRADEMARK-ASSIGNMENT#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2013, is made by STALLION OILFIELD SERVICES LTD. (the "Grantor"), in favor of BANK OF AMERICA, N.A. ("Bank of America"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 19, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Stallion Oilfield Holdings, Inc., as borrower (the "Borrower"), the Lenders (as defined therein) and Bank of America, as administrative agent (the "Administrative Agent") and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guarantee and Collateral Agreement of even date herewith by and between the Borrower, the Grantor and the other Guarantors party thereto, in favor of the Collateral Agent (the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) 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, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest or Lien on any Trademark shall be deemed granted in, nor shall any such security interest or Lien attach to, any Trademark application filed on an intent to use basis until such time, as any, as a statement of use or affidavit alleging use is filed with the United States Patent and Trademark Office.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks.

Section 5. Counterparts. This Trademark 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.

Section 6. Governing Law. This Trademark Security 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.

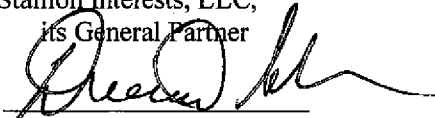
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STALLION OILFIELD SERVICES LTD.,
as Grantor

By: Stallion Interests, LLC,
its General Partner

By: 
Name: David S. Schorlemer
Title: Vice President and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Mollie S. Canup

Name: Mollie S. Canup

Title: Vice President

Stallion -- Trademark Security Agreement

TRADEMARK
REEL: 005052 FRAME: 0271

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

OWNER	REGISTRATION NUMBER	DATE REGISTERED	TRADEMARK
Stallion Oilfield Services Ltd.	3,496,054	09/02/2008	Everything But the Rig
	3,144,846	09/19/2006	Stallion Oilfield Services (and Design)
	3,532,616	11/11/2008	StaRComm
	3,317,824	10/23/2007	StaRComm Stallion Remote Communications
	3,302,264	10/02/2007	StaRComm Stallion Remote Communications (and Design)
	3,642,886	06/23/2009	Stallion
	3,787,736	05/11/2010	Stallion University
	4,147,766	05/22/2012	Stay Well Focused

2. TRADEMARK APPLICATIONS

None.