

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|--------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Knight Manufacturing, LLC | | 06/26/2013 | LIMITED LIABILITY COMPANY: |
| Rayne Properties, L.L.C. | | 06/26/2013 | LIMITED LIABILITY COMPANY: |
| Knight Oil Tools, LLC | | 06/26/2013 | LIMITED LIABILITY COMPANY: |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 1000 Louisiana Street, 9th Floor | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85697383 | BODYMASTERS | |
| Serial Number: | 85444072 | BODYMASTERS | |
| Serial Number: | 85444088 | BODYMASTERS | |
| Registration Number: | 1654412 | BODY MASTERS | |
| Serial Number: | 85363327 | KNIGHT OIL TOOLS | |
| Registration Number: | 3548678 | KIP | |
| Serial Number: | 85570653 | KNIGHT OIL TOOLS INTERNATIONAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

OP \$190.00 85697383

via US Mail.

Email: traci.landgraf@bglip.com
Correspondent Name: Bracewell & Giuliani LLP
Address Line 1: P.O. Box 61389
Address Line 4: Houston, TEXAS 77208

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|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 088599.000097 |
|-------------------------|---------------|

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| NAME OF SUBMITTER: | Traci Landgraf |
|--------------------|----------------|

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| Signature: | /Soham D. Naik/ |
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| Date: | 07/01/2013 |
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Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of June 26, 2013 (this "Patent and Trademark Security Agreement") is made by and among the Borrowers (as defined below) party hereto and the subsidiaries of the Borrowers party hereto (each a "Grantor" and collectively the "Grantors"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

Preliminary Statement

Reference is made to that certain Credit Agreement, dated as of June 26, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Knight Energy Holdings, LLC, a Louisiana limited liability company ("Holdings"), Knight Oil Tools, LLC, a Louisiana limited liability company ("KOT"), Knight Manufacturing, LLC, a Louisiana limited liability company ("Knight Manufacturing"), Knight Well Services, LLC, a Louisiana limited liability company ("KWS"), Tri-Drill, LLC, a Louisiana limited liability company ("Tri-Drill"), Advanced Safety and Training Management, LLC, a Louisiana limited liability company ("Advanced Safety"), Knight Information Systems, L.L.C., a Louisiana limited liability company ("Knight Information"), HMC Leasing, LLC, a Louisiana limited liability company ("HMC Leasing") and Knight Family Enterprises, L.L.C., a Louisiana limited liability company ("Knight Family"; and collectively with Holdings, KOT, Knight Manufacturing, KWS, Tri-Drill, Advanced Safety, Knight Information and HMC Leasing, the "Borrowers" and each individually, a "Borrower"), the lenders party thereto from time to time (the "Lenders"), Administrative Agent, and Wells Fargo Bank, National Association, as issuing lender (in such capacity, the "Issuing Lender") and as swing line lender. It is a requirement under the Credit Agreement that each Grantor shall enter into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

Each Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of June 26, 2013 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Security Grantors") and the Administrative Agent for the ratable benefit of the Secured Parties, the Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of each Grantor in, to, and under all now owned and hereafter acquired Patent and Trademark Collateral (as defined below), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Administrative Agent, for the ratable benefit of each Secured Party, and hereby grants to the Administrative Agent, for the ratable benefit of each Secured Party, a continuing security interest in all of such Grantor's right, title and interest in, to and under, all of the following, whether now owned or hereafter acquired by such Grantor, and wherever located and whether now owned or hereafter existing or arising (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including without limitation those patents referred to in Item A of Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above, and (iv) all proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license;

(b) (i) (A) 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 Item B of Schedule I 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 (B) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks"), (ii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i), and to the extent applicable clause (ii), (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii), and (iv) 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;

This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark

Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to conflicts of laws principles (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

[Remainder of this page intentionally left blank. Signature pages to follow.]

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

GRANTORS:

KNIGHT INFORMATION SYSTEMS, L.L.C.

By: Knight Energy Holdings, LLC,
its sole member

By: 

Name: Mark E. Knight

Title: Manager

Signature Page to
Patent and Trademark Security Agreement

KNIGHT OIL TOOLS, LLC

By: Knight Energy Holdings, LLC,
its sole member

By: 

Name: Mark E. Knight

Title: Manager

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Patent and Trademark Security Agreement

KNIGHT MANUFACTURING, LLC

By: Knight Energy Holdings, LLC,
Its sole member

By: 

Name: Mark E. Knight

Title: Manager

Signature Page to
Patent and Trademark Security Agreement

RAYNE PROPERTIES, L.L.C.

By: Knight Energy Holdings, LLC,
Its sole member

By: 

Name: Mark E. Knight

Title: Manager

Signature Page in
Patent and Trademark Security Agreement

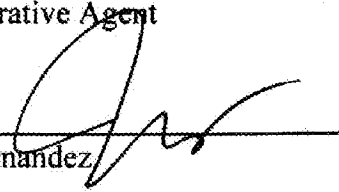
ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent**

By: _____

Name: J.C. Hernandez

Title: Director

A handwritten signature in black ink, appearing to be 'J.C. Hernandez', written over a horizontal line.

SCHEDULES:

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I
Item A – Patent Collateral

| Owner | Country | Title | Appl. No. | File Date | Pub. No. | Pub. Date | Pat. No. | Issue Date | Exp. Date | Status |
|---|---------|---|------------|-----------|--------------|-----------|-----------|------------|-----------|---------|
| Knight Information Systems, L.L.C. | US | Method of Inspecting Equipment | 12/393,300 | 02/26/09 | 2010-0217554 | 08/26/10 | 8,165,848 | 04/24/12 | | Granted |
| Knight Information Systems, L.L.C. | US | Lateral Well Locator and Reentry Apparatus and Method | 12/417,170 | 04/02/09 | 2010-0252275 | 10/07/10 | 8,069,920 | 12/06/11 | 10/30/29 | Granted |
| Knight Information Systems, L.L.C. | US | Multi-Window Lateral Well Locator/Reent ry Apparatus and Method | 12/796,965 | 06/09/10 | 2010-0252257 | 10/07/10 | 8,316,937 | 11/27/12 | | Granted |

Schedule I to
 Patent and Trademark Security Agreement

| Owner | Country | Title | Appln. No. | File Date | Pub. No. | Pub. Date | Pat. No. | Issue Date | Exp. Date | Status |
|------------------------------------|---------|--|------------|-----------|-------------|-----------|----------|------------|-----------|-----------|
| Knight Information Systems, L.L.C. | PCT | Lateral Well Locator and Reentry Apparatus and Method | US10/27438 | 03/16/10 | 2010/114699 | 10/07/10 | | | | Completed |
| Knight Information Systems, L.L.C. | PCT | Multi-Window Lateral Well Locator/Reentry Apparatus and Method | US11/35833 | 05/10/11 | 2011/156071 | 12/15/11 | | | | Completed |
| Knight Information Systems, L.L.C. | UK | Lateral Well Locator and Reentry Apparatus and Method | 1115290.7 | 03/16/10 | | | | | | Pending |
| Knight Information Systems, L.L.C. | NO | Lateral Well Locator and Reentry Apparatus and Method | 20111453 | 10/27/11 | | | | | | Pending |
| Knight Information Systems, L.L.C. | CO | Lateral Well Locator and Reentry Apparatus and Method | 11-116,817 | 09/09/11 | 484 | 04/30/12 | | | | Published |

Schedule I to
Patent and Trademark Security Agreement

| Owner | Country | Title | Appln. No. | File Date | Pub. No. | Pub. Date | Pat. No. | Issue Date | Exp. Date | Status |
|------------------------------------|---------|--|-----------------|-----------|------------|-----------|----------|------------|-----------|-----------|
| Knight Information Systems, L.L.C. | OM | Lateral Well Locator and Reentry Apparatus and Method | OM/P/2011/00211 | 01/01/11 | | | | | | Pending |
| Knight Information Systems, L.L.C. | AU | Lateral Well Locator and Reentry Apparatus and Method | 2010232894 | 09/13/11 | | | | | | Pending |
| Knight Information Systems, L.L.C. | ID | Lateral Well Locator and Reentry Apparatus and Method | W00201103552 | 03/16/10 | 2012/00819 | 03/01/12 | | | | Published |
| Knight Information Systems, L.L.C. | MY | Lateral Well Locator and Reentry Apparatus and Method | PI 2011004489 | 03/16/10 | | | | | | Pending |
| Knight Information Systems, L.L.C. | AU | Multi-Window Lateral Well Locator and Reentry Apparatus and Method | 2011264636 | 05/10/11 | | | | | | Pending |

Schedule I to
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| Owner | Country | Title | Appln. No. | File Date | Pub. No. | Pub. Date | Pat. No. | Issue Date | Exp. Date | Status |
|------------------------------------|---------|--|------------------|-----------|----------|-----------|----------|------------|-----------|-----------|
| Knight Information Systems, L.L.C. | EPO | Multi-Window Lateral Well Locator and Reentry Apparatus and Method | 11792838.2 | 05/10/11 | 2580427A | 04/17/13 | | | | Published |
| Knight Information Systems, L.L.C. | MY | Multi-Window Lateral Well Locator and Reentry Apparatus and Method | PI 2012005276 | 12/06/12 | | | | | | Pending |
| Knight Information Systems, L.L.C. | UAE | Multi-Window Lateral Well Locator and Reentry Apparatus and Method | 1207/2012 | 11/25/12 | | | | | | Pending |
| Knight Information Systems, L.L.C. | CO | Multi-Window Lateral Well Locator and Reentry Apparatus and Method | 12-207.955 | 11/16/12 | 225 | 03/22/13 | | | | Published |

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| Owner | Country | Title | Appln. No. | File Date | Pub. No. | Pub. Date | Pat. No. | Issue Date | Exp. Date | Status |
|------------------------------------|---------|---|----------------|-----------|--------------|-----------|-----------|------------|-----------|---------|
| Knight Information Systems, L.L.C. | US | Lateral Liner Tie-Back System and Method | 13/467,162 | 05/09/12 | | | | | | Pending |
| Knight Information Systems, L.L.C. | PCT | Lateral Liner Tie-Back System and Method | PCT/US13/40048 | 05/08/13 | | | | | | Pending |
| Knight Oil Tools, LLC | US | Modular Pipe Basket | 11/336,450 | 01/20/06 | 2006-0169617 | 08/03/06 | 7,922,011 | 04/12/11 | 01/21/26 | Granted |
| Knight Oil Tools, LLC | US | Modular Pipe Basket (CIP) | 12/948,470 | 11/17/10 | | | | | | Pending |
| Knight Oil Tools, LLC | US | Modular Pipe Basket (provisional covering collapsible) | 61/703,074 | 09/19/12 | | | | | | Pending |
| Knight Oil Tools, LLC | US | Modular Pipe Basket (CIP, non-provisional covering collapsible) | 13/747,076 | 01/22/13 | | | | | | Pending |
| Knight Information Systems, L.L.C. | US | Wellhead Sealing System and Method | 13/731,290 | 12/31/12 | | | | | | Pending |

Schedule I to
Patent and Trademark Security Agreement

Item B – Trademark Collateral

| Owner | Country | Mark | Appln. No. | File Date | Reg. No. | Reg. Date | Status |
|---------------------------|---------|---|------------|-----------|----------|-----------|------------|
| Knight Manufacturing, LLC | US | BODYMASTERS | 85/697,383 | 08/07/12 | | | Pending |
| Knight Manufacturing, LLC | US | BODYMASTERS and design | 85/444,072 | 10/11/01 | | | Pending |
| Knight Manufacturing, LLC | US | BODYMASTERS and design (2) | 85/444,088 | 10/11/11 | | | Pending |
| Rayne Properties, L.L.C. | US | BODY MASTERS | 73/770,891 | 12/22/88 | 1654412 | 08/20/91 | Registered |
| Knight Oil Tools, LLC | US | KNIGHT OIL TOOLS & design | 85/363,327 | 07/05/11 | | | Pending |
| Knight Oil Tools, LLC | US | KIP | 76/689,435 | 05/08/08 | 3548678 | 12/23/08 | Registered |
| Knight Oil Tools, LLC | US | KNIGHT OIL TOOLS INTERNATIONAL & design | 85/570,653 | 03/15/12 | | | Pending |

Schedule I to
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