

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
Independence Contract Drilling, Inc.		08/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Finance LLC		
Street Address:	11 West 42nd Street, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3097651	QUICKSILVER DRILLING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.964.9465		
Email:	daniel.salgado@hklaw.com		
Correspondent Name:	Daniel Salgado		
Address Line 1:	Holland & Knight LLP, 300 Crescent Court		
Address Line 2:	Suite 1100		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	136140.00002 MADREWS		
NAME OF SUBMITTER:	Daniel Salgado		
Signature:	/Daniel Salgado/		

OP \$40.00 3097651

Date:

09/03/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2013, by between INDEPENDENCE CONTRACT DRILLING, INC., a Delaware corporation, for itself and as Administrative Borrower ("Grantor"), in favor of CIT FINANCE LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Secured Parties ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 10, 2013, by and among Grantor, each other Person party thereto from time to time as a Borrower, CIT Finance LLC, as Administrative Agent, Collateral Agent and Swingline Lender, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement, dated as of May 10, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Agent and the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment and performance of the Obligations of each Borrower and each other Loan Party, Grantor hereby grants to Agent, for the benefit of Agent and the Secured Parties, a continuing first priority security interest in all of its and each Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all Trademarks and all Trademark licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Agent and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

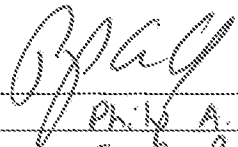
5. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

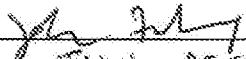
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INDEPENDENCE CONTRACT DRILLING, INC.,
for itself and as Administrative Borrower

By: 
Name: Philip A. Chyca
Title: SVP & CFO

ACCEPTED AND ACKNOWLEDGED BY:

CIT FINANCE LLC,
as Agent

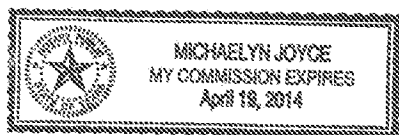
By: 
Name: JOHN FEELEY
Title: V.P.

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 7th day of August, 2013, before me personally appeared Philip Choyce, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Independence Contract Drilling, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michaelyn Joyce
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable).

Trademark	Country	Reg. No.	Reg. Date
Quicksilver Drilling System	United States	3,097,651	May 30, 2006