

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
GES Global Energy Services, Inc.		01/28/2014	CORPORATION: DELAWARE
Southwest Oilfield Products, Inc.		01/28/2014	CORPORATION: DELAWARE
Global Energy Services Operating, LLC		01/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
GES Mobile Well Solutions, LLC		01/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	AloStar Bank of Commerce
Street Address:	3630 Peachtree Road NE
Internal Address:	Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	banking corporation: ALABAMA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3936110	INNOVATION IN MOTION GLOBAL ENERGY SERVI
Registration Number:	4352709	
Registration Number:	2301914	SW
Registration Number:	2439836	
Registration Number:	2294251	SOUTHWEST
Registration Number:	1774947	GRAYLOY
Registration Number:	1769735	DUAL-DURO
Registration Number:	3936109	GLOBAL ENERGY SERVICES
Serial Number:	85633575	

CH \$240.00 3936110

CORRESPONDENCE DATA

Fax Number: 4045228409

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

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal (PHR&D)

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5146-48
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ban/
Date:	01/29/2014

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made on January 28, 2014, among **ALOSTAR BANK OF COMMERCE**, an Alabama banking corporation having an office at 3630 Peachtree Road, NE, Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns, "Lender"), **GES GLOBAL ENERGY SERVICES, INC.**, Delaware corporation ("GES Global"), **SOUTHWEST OILFIELD PRODUCTS, INC.**, a Delaware corporation ("Southwest"), **GLOBAL ENERGY SERVICES OPERATING, LLC**, a Delaware limited liability company ("GES Operating") and **GES MOBILE WELL SOLUTIONS, LLC**, a Delaware limited liability company ("GES Mobile"), each having its principal place of business at 10340 Wallisville Road, Houston, Texas 77013 (GES Global, Southwest, GES Operating and GES Mobile are sometimes collectively referred to herein as "Companies" and each individually as "Company").

Recitals:

The Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (together with all riders, schedules, exhibits and annexes thereto from time to time, and as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies and Lender.

Lender is willing to make loans and other financial accommodations to the Companies from time to time, pursuant to the terms of the Loan Agreement, provided that the Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against such Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) To the best of each Company's knowledge, each of the Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademarks for which such Company is listed as owner on Exhibit A, and Companies are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, in each case free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of such Company;

(b) Such Company will not diminish, in any material respect, the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as

required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 shall automatically apply thereto and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice, or demand whatsoever to any Company, each of which each Company hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trademark Collateral, or any interest that such Company may have therein. Each Company hereby agrees that ten (10) days notice (made in accordance with the notice provisions of the Loan Agreement) to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of such Company, which right such Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all

applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise, in protecting, maintaining and preserving any Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Companies (it being the intent of the Companies and Lender that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Companies on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable to Revolver Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Each Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts that are deemed necessary or desirable by Lender to preserve and maintain all rights in trademark applications for each Trademark, unless in any such case such Company has determined that such Trademark is no longer material to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne by such Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the prior written consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, Lender shall have the right, at any time that an Event of Default exists, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trademarks or any license hereunder, in either of which events each Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense, and the Companies shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at Companies' expense, and Companies agree to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

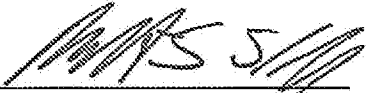
21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank;
signatures appear on following pages.]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first written above.

ATTEST:


Robert S. Shaw, Jr., Chief Financial
Officer and Secretary

[CORPORATE SEAL]

ATTEST:


Robert S. Shaw, Jr., Chief Financial
Officer and Secretary

[CORPORATE SEAL]

ATTEST:


Robert S. Shaw, Jr., Chief Financial
Officer and Secretary

[SEAL]


ATTEST:


Robert S. Shaw, Jr., Chief Financial
Officer and Secretary


[SEAL]

COMPANIES:

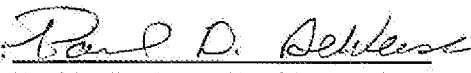
GES GLOBAL ENERGY SERVICES, INC.

By: 
Paul D. DeWeese, President and
Chief Executive Officer

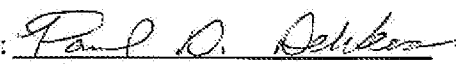
SOUTHWEST OILFIELD PRODUCTS, INC.

By: 
Paul D. DeWeese, President and
Chief Executive Officer

GLOBAL ENERGY SERVICES OPERATING, LLC

By: 
Paul D. DeWeese, President and
Chief Executive Officer

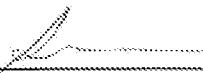
GES MOBILE WELL SOLUTIONS, LLC

By: 
Paul D. DeWeese, President and
Chief Executive Officer

[Signatures continue on the following page.]

Accepted:




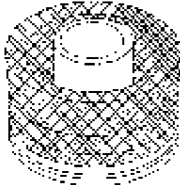

ALOSTAR BANK OF COMMERCE
("Lender")

By: 


Susan M. Hall, Managing Director

EXHIBIT A

United States Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Innovation in Motion Global Energy Services (and design) 	3936110	03/29/2011	GES Global Energy Services, Inc.
	4352709	06/18/2013	Southwest Oilfield Products, Inc.
	2301914	12/21/1999	Southwest Oilfield Products, Inc.
	2439836	04/03/2001	Southwest Oilfield Products, Inc.
Southwest	2294251	11/23/1999	Southwest Oilfield Products, Inc.
Grayloy	1774947	06/08/1993	Southwest Oilfield Products, Inc.
Dual-Duro	1769735	05/11/1993	Southwest Oilfield Products, Inc.
	3936110	03/29/2011	GES Global Energy Services, Inc.
Global Energy Services	3936109	03/29/2011	GES Global Energy Services, Inc.

United States Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
Design Trademark 	App. #85/633575	Abandoned	Abandoned

Foreign Trademarks and Trademark Applications









<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application or Registration Number</u>	<u>Application or Registration Date</u>
Special Form Trademark – Orange for Pistons 	Mexico	1315075; Southwest Oilfield Products, Inc.	09/26/2012
Orange Piston (Colour Mark) 	App. #2622127	UK	Pending
Design Trademark 	174478	UAE	9/24/13
Design Trademark 	App. #904855368	BRAZIL	Published
Design Trademark 	App. #11000657	People's Republic of China	Published
Design Trademark 	App. #12-087103	Colombia	Pending
Design Trademark 	194114	Peru	12/12/12
Design Trademark 	App. #T1207935C	Singapore	Pending

EXHIBIT B

Certificate

The undersigned officers of **GES GLOBAL ENERGY SERVICES, INC.**, Delaware corporation ("GES Global"), **SOUTHWEST OILFIELD PRODUCTS, INC.**, a Delaware corporation ("Southwest"), **GLOBAL ENERGY SERVICES OPERATING, LLC**, a Delaware limited liability company ("GES Operating") and **GES MOBILE WELL SOLUTIONS, LLC**, a Delaware limited liability company ("GES Mobile"; GES Global, Southwest, GES Operating and GES Mobile are sometimes collectively referred to herein as "Companies" and individually as "Company"), do hereby certify to **ALOSTAR BANK OF COMMERCE**, an Alabama banking corporation ("Lender"), that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated January 28, 2014, among Companies and Lender (as amended from time to time to include any additional trademarks, trademark registrations, trade names and trademark applications acquired by Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ____ day of _____, 20__.

GES GLOBAL ENERGY SERVICES, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

SOUTHWEST OILFIELD PRODUCTS, INC.

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

GLOBAL ENERGY SERVICES OPERATING, LLC

By: _____
Name: _____
Title: _____

[SEAL]

GES MOBILE WELL SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

[SEAL]