

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		04/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVANTAGE DRILLING FLUIDS LLC		
Street Address:	2780 Waterfront Parkway East Drive		
City:	Indianapolis,		
State/Country:	INDIANA		
Postal Code:	46214		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77510194	IMUD	
CORRESPONDENCE DATA			
Fax Number:	2123183400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1 612 321 2207		
Email:	martin.rosenfeld@nortonrosefulbright.com, nyipdocket@nortonrosefulbright.com		
Correspondent Name:	Shelby Knutson Bruce		
Address Line 1:	2100 IDS Center, 80 South Eighth Street		
Address Line 2:	Fulbright & Jaworski LLP		
Address Line 4:	Minneapolis, MICHIGAN 55402-2112		
ATTORNEY DOCKET NUMBER:	11110348 SHELBY		
NAME OF SUBMITTER:	Shelby Knutson Bruce		
SIGNATURE:	/Shelby Knutson Bruce/		
DATE SIGNED:	05/20/2014		
Total Attachments: 4			
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OP \$40.00 77510194

TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release") is dated as of April 8, 2014 (the "Effective Date"), and made by Jefferies Finance LLC, in its capacity as Collateral Agent under the Guarantee and Security Agreement (as defined below) (together with its successors and assigns in such capacity, the "Collateral Agent"), to and in favor of ADVANTAGE DRILLING FLUIDS LLC, a Colorado corporation ("Grantor").

WHEREAS, BPWest, Inc., a Delaware Corporation ("Holdings"), Anchor Drilling Fluids USA, Inc., an Oklahoma Corporation ("Anchor Drilling"), the financial institutions party thereto as lenders and the Collateral Agent entered into the Credit Agreement, dated as of April 16, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and the Subsidiary Grantors (as defined in the Credit Agreement) (including the Grantor) have entered into the Guarantee and Security Agreement, dated as of April 16, 2008 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Guarantee and Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including, but not limited to all right, title, and interest of the Grantor in its Trademarks; and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantor entered into that certain Trademark Security Agreement, dated as of November 25, 2008 (the "Trademark Security Agreement"), whereby Grantor granted and/or reaffirmed to the Collateral Agent a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired: (i) all trademarks, trade names and service marks registered or pending with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A hereto); (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A hereto); (iii) all trademarks, trade names, Domain Names and service marks registered or pending with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names, Domain Names and service marks registered or pending with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and

renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; (viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos and other source or business identifiers owned by the Grantor; (ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (x) all rights to sue for past, present or future infringements of any of the foregoing; (xi) all goodwill related to any of the foregoing; (xi) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and (xii) all proceeds of any and all of the foregoing (collectively, the “Interests”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 3, 2009, at Reel 003998, Frame 0210;

WHEREAS, Collateral Agent now desires to release any and all interest it has against or in the Trademarks and the Interests pursuant to the Guarantee and Security Agreement and/or the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees and confirms that:

1. All capitalized terms not defined herein shall have the respective meaning given to them in the Guarantee and Security Agreement and/or the Trademark Security Agreement, as applicable.
2. The Collateral Agent hereby terminates, cancels, discharges, extinguishes, relinquishes and releases any and all liens on and/or security interests in or against the Trademarks and the Interests.
3. The Collateral Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives to (a) record this release with any applicable governmental office or agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademarks and the Interests.

[Signature Page to Follow]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Jefferies Finance LLC, as Collateral Agent

By: 

Name: J. Paul McDonnell

Title: Managing Director

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Termination and Release of Grant of Security Interest in United States Trademarks
ADVANTAGE DRILLING FLUIDS LLC

TRADEMARK
REEL: 005293 FRAME: 0635

SCHEDULE A

Grantor	Trademarks	Country	Application/Registration No.	Filing/Registration Date
Advantage Drilling Fluids LLC	IMUD [Type of Mark: Service Mark]	U.S.A.	77510194	06/27/2008