

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCS Energy Services, LLC		08/07/2014	LIMITED LIABILITY COMPANY: TEXAS
NCS Oilfield Services Canada, Inc.		08/07/2014	CORPORATION: ALBERTA
RECEIVING PARTY DATA			
Name:	Wells Fargo, National Association, as Administrative Agent		
Street Address:	1000 Louisiana		
Internal Address:	9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4266971	LEAVE NOTHING BEHIND	
Registration Number:	4040166	MONGOOSE FRAC	
Registration Number:	4310801	MULTISTAGE UNLIMITED	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	2		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/07/2014		

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Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of August 7, 2014 (this "Patent and Trademark Security Agreement") is made by and among each subsidiary of the Parent (as defined below) party hereto (each a "Grantor" and, collectively, the "Grantors"), and Wells Fargo Bank, National Association, as administrative agent (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 Credit Agreement (as defined below) and the Pledge and Security Agreement (as defined below), as applicable.

Preliminary Statement

The Parent and Administrative Agent are parties to the Credit Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among (a) Pioneer Investment, Inc., a Delaware corporation (the "Borrower"), (b) Pioneer Intermediate, Inc., a Delaware corporation (the "Parent"), (c) the lenders party thereto from time to time (the "Lenders"), (d) Wells Fargo Bank, National Association, as Administrative Agent, as an issuing lender and as swing line lender and (e) HSBC Bank Canada, as an issuing lender.

The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications listed on Schedule I (annexed hereto and by this reference incorporated herein) unless otherwise noted on Schedule I.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of August 7, 2014 (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 "Pledge and Security Grantors") in favor of Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral, set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (A) 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 Schedule I, and any patent applications in preparation for filing, (B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (A), (C) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (A) and (B) above, and (D) 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.; and

(b) (A) (i) 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, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule I, 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, the Canadian Intellectual Property Office or in any office or agency of the United States of America or Canada, or any State or province thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), (B) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (C) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (A), and to the extent applicable clause (B), (D) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (A) and, to the extent applicable, clause (B), and (E) 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.

(c) all rights with respect to the foregoing, including the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit, which are owned or licensed by a Grantor.

Section 1.2 Notwithstanding anything to the contrary contained in Section 1.1 and other than to the extent set forth in this Section 1.2, the Excluded Collateral shall be excluded from the lien and security interest granted hereunder; provided, however, that (x) the exclusion from the Lien and security interest granted by any Grantor hereunder of any Excluded Collateral shall not limit, restrict or impair the grant by such Grantor of the Lien and security interest in any accounts or receivables arising under any such Excluded Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Collateral applies with respect to such accounts and receivables and (y) any proceeds received by any Grantor from the sale, transfer or other disposition of Excluded Collateral shall constitute Collateral unless the conditions in effect which qualify such Property as an Excluded Collateral applies with respect to such proceeds.

Section 1.3 This Patent and Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted hereunder with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. 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. The Grantors hereby acknowledge and affirm 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.

Section 1.4 The Grantors authorize and request that the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any other applicable government officer record this Patent and Trademark Security Agreement.

[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:

NCS ENERGY SERVICES, LLC

By: W. Bitter
Name: Wade Bitter
Title: Chief Financial Officer

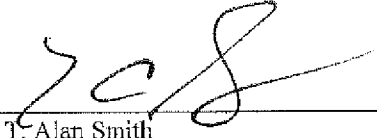
NCS OILFIELD SERVICES CANADA, INC.

By: W. Bitter
Name: Wade Bitter
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____


T. Alan Smith
Managing Director

SCHEDULES:

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

Schedule I

Item A – Patent Collateral

U.S. Patents and Patent Applications

Jurisdiction	Owner	Title	Patent No./ Publication No./ Application No.	Issue Date/ Application Date
US	NCS Oilfield Services Canada, Inc.	Multi-functional isolation tool and method of use	Patent 8201631	Issued 6/19/2012
US	NCS Oilfield Services Canada, Inc.	Downhole tool assembly with debris relief, and method for using same	Patent 8490702	Issued 7/23/2013
US	NCS Oilfield Services Canada, Inc.	Tools and methods for use in completion of a wellbore	Application 13100796 Publication 20120090847	Application 5/4/2011
US	NCS Oilfield Services Canada, Inc.	Tools and Methods for Use in Completion of a Wellbore	Application 13612185 Publication 20130068451	Application 9/12/2012
US	NCS Oilfield Services Canada, Inc.	Equalization Valve	Application 13689143 Publication 20130133891	Application 11/29/2012
US	NCS Oilfield Services Canada, Inc.	Downhole Isolation and Depressurization Tool	Application 13709908 Publication 20130248181	Application 12/10/2012
US	NCS Oilfield Services Canada, Inc.	Downhole Fluid Treatment Tool	Application 13727950 Publication 20130180721	Application 12/27/2012

Canadian Patents and Patent Applications

Jurisdiction	Owner	Title	Patent No./ Publication No./ Application No.	Issue Date/ Application Date
Canada	NCS Oilfield Services Canada, Inc.	Multi-functional isolation tool and method of use	2713611	12/6/2011
Canada	NCS Oilfield Services Canada, Inc.	Method and apparatus for hydraulic treatment of a wellbore	2628802	4/3/2012
Canada	NCS Oilfield Services Canada, Inc.	Downhole tool assembly with debris relief, and method for using same	2693676	11/1/2011
Canada	NCS Oilfield Services Canada, Inc.	Tools and methods for use in completion of a wellbore	2738907	4/24/2012
Canada	NCS Oilfield Services Canada, Inc.	Downhole tool assembly with debris relief, and method for using same	2749636	5/6/2014
Canada	NCS Oilfield Services Canada, Inc.	Tools and methods for use in completion of a wellbore	2766026	5/4/2011
Canada	NCS Oilfield Services Canada, Inc.	Tools and methods for use in completion of a wellbore	2788985	9/6/2012
Canada	NCS Oilfield Services Canada, Inc.	Tools and methods for use in completion of a wellbore	2852311	10/18/2011
Canada	NCS Oilfield Services Canada, Inc.	Downhole tool assembly with debris relief, and method for using same	2843619	2/18/2010
Canada	NCS Oilfield Services Canada, Inc.	Downhole tool assembly with debris relief, and method for using same	2820652	2/18/2010
Canada	NCS Oilfield Services Canada, Inc.	Downhole fluid treatment tool	2799967	12/27/2012
Canada	NCS Oilfield Services Canada, Inc.	Downhole isolation and depressurization tool	2798343	12/10/2012
Canada	NCS Oilfield Services Canada, Inc.	Equalization valve	2797485	11/29/2012

Jurisdiction	Owner	Title	Patent No./ Publication No./ Application No.	Issue Date/ Application Date
Canada	NCS Oilfield Services Canada, Inc.	Casing Float Tool	2819681	6/28/2013

Item B - Trademark Collateral

U.S. Trademarks and Trademark Applications

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
US	NCS Energy Services, LLC	LEAVE NOTHING BEHIND	Registration 4266971	Registration 1/1/2013
US	NCS Oilfield Services, LLC	MONGOOSE FRAC	Registration 4040166	Registration 10/18/2011
US	NCS Energy Services, LLC	MULTISTAGE UNLIMITED	Registration 4310801	Registration 3/26/2013

Canadian Trademarks and Trademark Applications

Jurisdiction	Owner	Trademark	Registration No./ Serial No./ Application No.	Registration Date/ Filing Date/ Application Date
Canada	NCS Energy Services, LLC	LEAVE NOTHING BEHIND	Application 1582646 Registration TMA878313	Application 6/18/2012 Registration 5/21/2014
Canada	NCS Energy Services, LLC	MONGOOSE	Application 1582654 Registration TMA878301	Application 6/18/2012 Registration 5-21-2014
Canada	NCS Energy Services, LLC	MULTISTAGE UNLIMITED	Application 1582645 Registration TMA878300	Application 6/18/2012 Registration 5-21-2014
Canada	NCS Energy Services, LLC	AIRLOCK	Application 1619895	Application 3/26/2013
Canada	NCS Energy Services, LLC	FRACTUAL	Application 1671694	Application 4-7-2014
Canada	NCS Energy Services, LLC	SPOTFRAC	Application 1662995	Application 2-7-2014
Canada	NCS Energy Services, LLC	TRIDENT	Application 1634862	Application 7-11-2013
Canada	NCS Energy Services, LLC	INSTAFRAC	Application 1632884	Application 6-26-2013

Schedule I to
Patent and Trademark Security Agreement