

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERRICK SYSTEMS, INC.		12/01/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Collateral Agent: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2690467	PROCOUNT	
Registration Number:	3728230	CARTE	
Serial Number:	86445303	DYNACAP	
Serial Number:	86445207	EVIN	
Registration Number:	3889653	MERRICK SYSTEMS	
Registration Number:	4341575	MERRICK PRODUCTION MANAGER	
Serial Number:	86445411	PETROREGS	
Registration Number:	3879917	PROART	
Registration Number:	4554899	RESERVOIR INFORMATION ONLINE (RIO)	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	214.746.7794		
Email:	Cindy.Malone@weil.com		
Correspondent Name:	Cindy M. Malone		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		

CH \$240.00 2690467

ATTORNEY DOCKET NUMBER:	66665.0004 CINDY MALONE
NAME OF SUBMITTER:	Cindy M. Malone
SIGNATURE:	/Cindy M. Malone/
DATE SIGNED:	12/02/2014

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of December 1, 2014 (the "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of November 1, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the P2 Upstream Acquisition Co., a Delaware corporation (the "Administrative Borrower"), P2 Energy Solutions Alberta ULC, a British Columbian unlimited liability company (the "Canadian Borrower"), and together with the Administrative Borrower, the "Borrowers"), P2 Upstream Holdings Inc., a Delaware corporation ("Holdings"), each of the other Guarantors party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement, dated as of November 1, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to provide for continuing credit under the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and

affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted therein and the security interest granted herein shall automatically terminate and be deemed automatically released, and upon written request of the Administrative Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

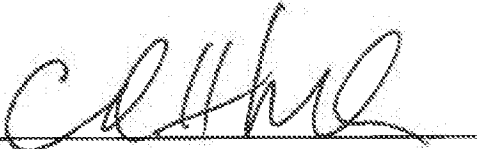
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

MERRICK SYSTEMS, INC.

By: 

Name: Chad H. Martin

Title: Chief Financial Officer

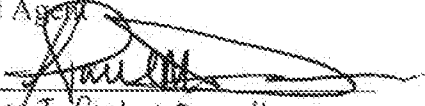
Signature Page to Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005410 FRAME: 0707

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____


Name/ J. Paul McDonnell
Title/ Managing Director

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Merrick Systems, Inc.	2,690,467	PROCOUNT
Merrick Systems, Inc.	3,728,230	CARTE
Merrick Systems, Inc.	86445303	DYNACAP
Merrick Systems, Inc.	86445207	eVIN
Merrick Systems, Inc.	3,889,653	MERRICK SYSTEMS
Merrick Systems, Inc.	4,341,575	MERRICK
Merrick Systems, Inc.	86445411	PETROREGS
Merrick Systems, Inc.	3,879,917	ProART
Merrick Systems, Inc.	801020893	Proration Analyst
Merrick Systems, Inc.	4,554,899	RESERVOIR

United States Trademark Applications:

None.