

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Energy Services, L.P.		12/02/2014	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	720 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B2T3		
Entity Type:	Bank organized under the laws of Canada: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1666336	SYSTEM SAVER	
Registration Number:	3108052	SMART BALLS	
Registration Number:	3501047	ICP POWDER	
Registration Number:	3523745	REVIVE	
Registration Number:	4149920	SUPERCORR	
Registration Number:	4208505	COTTONSEAL	
Registration Number:	4208502	ENVIROBOND	
Registration Number:	4208503	POLARBOND	
Registration Number:	4208507	POLARWHITE	
Registration Number:	4208504	POLYCORE	
Registration Number:	3862317	SEAL-AX	
Registration Number:	4208506	WHITEFURY	
Serial Number:	86373497	REVIVE	
Serial Number:	86374761	ENERSEAL	
Serial Number:	86372104	ENERSEAL	
Serial Number:	86202195	ENERCLEAR	
CORRESPONDENCE DATA			
Fax Number:	7132223291		

OP \$415.00 1666336

TRADEMARK

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.

Phone: 713-221-3306
Email: constance.rhebergen@bgllp.com
Correspondent Name: Constance Gall Rhebergen
Address Line 1: P.O. Box 61389
Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	074378.000028
NAME OF SUBMITTER:	Constance Gall Rhebergen
SIGNATURE:	/Constance Gall Rhebergen/
DATE SIGNED:	01/30/2015

Total Attachments: 9

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TRADEMARK PLEDGE AND SECURITY AGREEMENT

TRADEMARK PLEDGE AND SECURITY AGREEMENT (this "Agreement") dated as of December 2, 2014, between CANADIAN ENERGY SERVICES L.P., (the "Grantor") and THE BANK OF NOVA SCOTIA, as Agent (as defined in the Security Agreement referred to below).

WHEREAS, in connection with and as a condition to that certain Credit Agreement, dated as of September 5, 2014, among Canadian Energy Services L.P., AES Drilling Fluids, LLC, the lenders party thereto from time to time and the Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Grantor, in its best interest, is party to a U.S. Pledge and Security Agreement, dated as of December 2, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), by and among AES Drilling Fluids, LLC, AES Drilling Fluids Holdings, LLC, the Agent and the other Grantors party thereto for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in certain of the Grantor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, an agreement in substantially the form of this Agreement;

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement.

2. GRANT OF SECURITY INTEREST.

The Grantor hereby unconditionally grants, assigns and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral, whether now owned or hereafter acquired or arising, which includes, without limitation, the Trademark Collateral with respect to those trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications referred to on Schedule A (the "Security Interest"). This Agreement and the Security Interest created hereby secures the prompt and indefeasible payment in full and performance of the Secured Obligations, whether now existing or arising hereafter.

3. AFTER-ACQUIRED TRADEMARKS, ETC.

The Grantor authorizes the Agent to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending Schedule A hereto to include any future or other Trademark Collateral.

4. SECURITY AGREEMENT.

The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Trademark Collateral granted to the Agent under the Security Agreement. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. TERMINATION.

This Agreement shall terminate automatically upon termination of the Security Agreement.

6. GOVERNING LAW; CONSENT TO JURISDICTION.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws principles except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York. The Grantor hereby agrees that service of copies of the summons and complaint and any other process which may be served in any such action or proceeding may be made by mailing or delivering a copy of such process to the Grantor at its address set forth in the Security Agreement. Nothing in this section shall affect the rights of any Secured Party to serve legal process in any other manner permitted by the law or affect the right of any Secured Party to bring any action or proceeding against the Grantor or its Property in the courts of any other jurisdiction.

THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATE DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. THE GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

7. WAIVER OF JURY TRIAL; WAIVER OF VENUE.

THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, EACH DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE AGENT, ANY OTHER SECURED PARTY OR ANY OBLIGOR IN CONNECTION THEREWITH. THE GRANTOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENT, EACH LENDER AND ISSUING LENDER ENTERING INTO THE DOCUMENTS.

THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENT, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 7. THE GRANTOR HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENT, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

8. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of the Grantor and the Agent. Delivery of an executed signature page to this Agreement by portable document format (.pdf) or any other electronic means intended to preserve the original graphic and pictorial appearance of a signature has the effect as delivery of an executed original of this Agreement.

9. AMENDMENTS, ETC.

No amendment to or waiver of any provision of this Agreement, nor consent to any departure by the Grantor from its obligations under this Agreement, shall in any event be effective unless the same shall be in writing and signed by the Agent (on behalf of the Lenders or the Majority of the Lenders, as the case may be, pursuant to Section 16.10 of the Credit Agreement) and the Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10. MISCELLANEOUS.

This Agreement is a Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article 16 thereof.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its

successors and assigns, subject to the limitations as set forth in the Credit Agreement. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.


All references to instruments, documents, contracts, and agreements (including this Agreement) are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified and shall include all schedules and exhibits thereto unless otherwise specified. The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" means "including, without limitation,".

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CANADIAN ENERGY SERVICES L.P., as
Grantor


by its general partner, CANADIAN ENERGY
SERVICES INC.

By: 
Name: Craig F. Nieboer
Title: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF Alberta)
) ss.
COUNTY OF _____)

On this 3 day of December, 2014, before me, the undersigned notary public, personally appeared Craig F. Nieboer, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Chief Financial Officer Canadian Energy Services Inc., an Alberta corporation, the general partner of Canadian Energy Services L.P., an Ontario limited partnership).


(official signature and seal of notary)

BRADLEY D. VESCAPELL

My commission expires:

My Commission expires
at the Pleasure of the
Lieutenant Governor

THE BANK OF NOVA SCOTIA, as Agent

By: 

Name:

Mike Drapeau

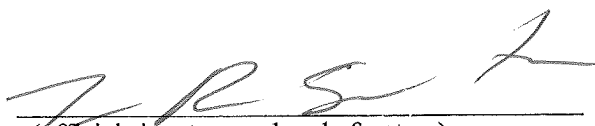
Title:

Director, Credit Solutions Group

CERTIFICATE OF ACKNOWLEDGMENT

PROVINCE OF Alberta)
COUNTY OF Canada) ss.

On this 15 day of Jan 2014, before me, the undersigned notary public, personally appeared Mike Drapeau proved to me through satisfactory evidence of identification, which were drivers licence, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose (as authorized signatory for The Bank of Nova Scotia, a federal bank).


(official signature and seal of notary)

My commission expires:

Perpetual

John Paul H. Smith
Student-at-Law

SCHEDULE A

Federal

1. SYSTEM SAVER; U.S. Serial No. 74/076,917; United States Federal Registration No. 1,666,336
2. SMART BALLS; U.S. Serial No. 78/515,962; United States Federal Registration No. 3,108,052
3. ICP POWDER; U.S. Serial No. 77/294,164; United States Federal Registration No. 3,501,047
4. REVIVE; U.S. Serial No. 77/412,681; United States Federal Registration No. 3,523,745
5. SUPERCORR; U.S. Serial No. 85/438,006; United States Federal Registration No. 4,149,920
6. COTTONSEAL; U.S. Serial No. 85/171,812; United States Federal Registration No. 4,208,505
7. ENVIROBOND; U.S. Serial No. 85/171,773; United States Federal Registration No. 4,208,502
8. POLARBOND; U.S. Serial No. 85/171,791; United States Federal Registration No. 4,208,503
9. POLARWHITE; U.S. Serial No. 85/171,843; United States Federal Registration No. 4,208,507
10. POLYCORE; U.S. Serial No. 85/171,802; United States Federal Registration No. 4,208,504
11. SEAL-AX; U.S. Serial No. 76/693,060; United States Federal Registration No. 3,862,317
12. WHITEFURY; U.S. Serial No. 85/171,827; United States Federal Registration No. 4,208,506
13. REVIVE; U.S. Serial No. 86/373,497; application pending
14. ENERSEAL; U.S. Serial No. 86/374,761; application pending
15. ENERSEAL; U.S. Serial No. 86/372,104; application pending
16. ENERCLEAR; U.S. Serial No. 86/202,195; application pending