OP \$240.00 3040181

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM330636

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|------------------|----------------|

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|---|
| Wells Fargo Bank | | 01/30/2015 | national banking organization: UNITED STATES |

RECEIVING PARTY DATA

| Name: | Multi-Shot LLC |
|-----------------|----------------------------------|
| Street Address: | 3335 Pollok Drive |
| City: | Conroe |
| State/Country: | TEXAS |
| Postal Code: | 77303 |
| Entity Type: | LIMITED LIABILITY COMPANY: TEXAS |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 3040181 | QUIKSHOT |
| Registration Number: | 3215872 | QUIKSHOT |
| Registration Number: | 3215873 | QUIKSHOT |
| Registration Number: | 3792187 | MS ENERGY SERVICES |
| Registration Number: | 3798422 | MS ENERGY SERVICES |
| Registration Number: | 3882129 | MPACT DOWNHOLE MOTORS |
| Registration Number: | 3792186 | MPACT DOWNHOLE MOTORS |
| Registration Number: | 3798420 | MPACT DOWNHOLE MOTORS |
| Registration Number: | 3878505 | MPACT |

CORRESPONDENCE DATA

Fax Number: 7132223291

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, docketing@bgllp.com

Correspondent Name: Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER: 088599.000021

| NAME OF SUBMITTER: | Constance Gall Rhebergen/ |
|--------------------|----------------------------|
| SIGNATURE: | /Constance Gall Rhebergen/ |
| DATE SIGNED: | 01/30/2015 |

Total Attachments: 8

source=Release of Patent and Trademark Security Agreement#page1.tif source=Release of Patent and Trademark Security Agreement#page2.tif source=Release of Patent and Trademark Security Agreement#page3.tif source=Release of Patent and Trademark Security Agreement#page4.tif source=Release of Patent and Trademark Security Agreement#page5.tif source=Release of Patent and Trademark Security Agreement#page6.tif source=Release of Patent and Trademark Security Agreement#page7.tif source=Release of Patent and Trademark Security Agreement#page8.tif

RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST ("Release"), is made and effective as of January 30, 2015 and granted by Wells Fargo Bank, National Association (in such capacity, the "Secured Party"), a national banking organization, located at 1000 Louisiana, 9th Floor, Houston Texas 77002, as administrative agent for the Lenders, the Issuing Lender and the Swing Line Lender (each as defined in the A&R Credit Agreement referred to below, collectively with the Secured Party, the "Beneficiaries"), in favor of Multi-Shot, LLC, a Texas limited liability company (the "Debtor").

WHEREAS, the Debtor entered into a Credit Agreement dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Party and the lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Debtor executed and delivered to the Secured Party a certain Patent and Trademark Security Agreement, dated as of March 30, 2007 (the "Original Patent and Trademark Security Agreement");

WHEREAS, the Original Patent and Trademark Security Agreement was recorded on April 17, 2007, at the United States Patent and Trademark Office at Reel 003523/Frame 0767 and Reel 019161/Frame 0902 for the Trademarks (as defined below) and Patents (as defined below), respectively;

WHEREAS, the Debtor entered into an Amended and Restated Credit Agreement dated as of August 19, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**A&R Credit Agreement**"), with the Secured Party and the lenders party thereto;

WHEREAS, in connection with the A&R Credit Agreement, the Debtor executed and delivered to the Secured Party a certain Amended and Restated Patent and Trademark Security Agreement, dated as of August 19, 2011 (the "A&R Patent and Trademark Security Agreement"), and together with the Original Patent and Trademark Security Agreement, collectively the "Patent and Trademark Security Agreement");

WHEREAS, the A&R Patent and Trademark Security Agreement was recorded on August 24, 2011 at the United States Patent and Trademark Office at Reel 004610/Frame 0718 and Reel 026799/Frame 0425 for the Trademarks and Patents, respectively;

WHEREAS, pursuant to the Patent and Trademark Security Agreement, the Debtor pledged and granted to the Secured Party for the ratable benefit of the Beneficiaries a security interest in the Patent and Trademark Collateral (as defined below); and

WHEREAS, the Debtor has requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and

interest the Secured Party and the Beneficiaries may have in the Patent and Trademark Collateral pursuant to the Patent and Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

- 1. <u>Definition</u>. The term "Patent and Trademark Collateral", as used herein, shall mean all of each Debtor's right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "Patent and Trademark Collateral"):
- (a) all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on <u>Schedule 1</u> hereto (the "**Patents**"); and
- (b) all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on <u>Schedule 2</u> hereto ("**Trademarks**").
- 2. <u>Release of Security Interest</u>. The Secured Party, on behalf of itself and the Beneficiaries, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Patent and Trademark Collateral, and all other right, title, and interest in and to the Patent and Trademark Collateral and reassigns to the Debtor any and all such right, title and interest that it may have in the Patent and Trademark Collateral.
- 3. <u>Further Assurances</u>. At the expense of the Debtor, the Secured Party agrees to execute, acknowledge, procure and deliver to the Debtor any and all further documents or instruments and do any and all further acts which the Debtor (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Debtor's (or its assignees') right, title and interest in and to the Patent and Trademark Collateral.
- 4. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Wells Fargo Bank, National Association, as Secured Party

By:

Name: Chris Kim

Title: Assistant Vice President

Address for Notices: 1000 Louisiana, 9th Floor Houston, Texas 77002 Attention: Christina Faith

IN PRESENCE OF:

STATE OF TEXAS)
COUNTY OF HARRIS)

Personally came before me this <u>30</u> day of January, 2015, the above-named Chris Kim, Assistant Vice President of Wells Fargo Bank, National Association, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said national banking association.

Name: Renecus Sue Boone
Notary Public, State of HARLIS, TEXAS

My commission: 8-27-20(

REBECCA SUE BOONE
Notary Public, State of Texas
My Commission Expires
August 27, 2017

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

UNITED STATES ISSUED PATENTS

[Attached.]

| Patent Number | Issue Date | Jurisdiction | Owner |
|-----------------------------------|------------|---------------------|--------------------------|
| 5,320,179 | 6/14/1994 | United States | Company |
| 5,368,109 | 11/29/1994 | United States | Company |
| 5,396,966 | 3/14/1995 | United States | Company |
| 5,588,818 | 12/31/1996 | United States | Company |
| 5,675,674 | 12/07/1997 | United States | Company |
| 5,808,779 | 09/15/1998 | United States | Company |
| 5,873,420 | 02/23/1999 | United States | Company ¹ |
| 5,831,549 | 11/03/1998 | United States | Company ² |
| 6,949,025 | 09/27/2005 | United States | Company |
| Application No. PCT/US07/77786 | 09/06/2007 | PCT (International) | Company, Mike Meadows |
| Application No. PCT/US2009/061678 | 10/22/2009 | PCT (International) | Company |
| Application No. 12/757,692 | 04/09/2010 | United States | Company |
| Application No. 12/744,893 | 11/26/2008 | United States | Company |
| Application No. 12/288,354 | 10/17/2008 | United States | Company |
| Application No. 12/682553 | 09/08/2008 | United States | Company, Mike Meadows |
| Application No. 12/439759 | 09/06/2007 | United States | Company, Mike Meadows |

¹ An Assignment of the Patent has not yet been recorded with the USPTO. ² An Assignment of the Patent has not yet been recorded with the USPTO.

FOREIGN ISSUED PATENTS

| Patent Number | Issue Date | Jurisdiction | Owner |
|----------------------------|------------|--------------|--------------------------|
| Application No. 2,662,533 | 09/06/2007 | Canada | Company, Mike Meadows |
| Application No. 08799305.1 | 09/08/2008 | Europe | Company, Mike Meadows |
| Application No. 2,720,926 | 11/26/2008 | Canada | Company |

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTRATIONS

UNITED STATES SERVICE MARKS

| Service Mark | Registration Number | Registration Date |
|-------------------------|---------------------|-------------------|
| Diamondback Directional | 2,721,372 | 6/3/03 |
| Multi-Shot | 2,721,371 | 6/3/03 |

UNITED STATES TRADEMARKS

- 1. U.S. Trademark Registration No. 3,040,181 dated January 10, 2006; "QuikShot"
- 2. U.S. Trademark Registration No. 3,215,872 dated March 6, 2007; "QuikShot"
- 3. U.S. Trademark Registration No. 3,215,873 dated March 6, 2007; "QuikShot"
- 4. U.S. Trademark Registration No. 3,792,187 dated May 25, 2010; "MS Energy Services"
- 5. U.S. Trademark Registration No. 3,798,422 dated June 8, 2010; "MS Energy Services"
- 6. U.S. Trademark Registration No. 3,882,129 dated November 30, 2010; "MPact Downhole Motors"
- 7. U.S. Trademark Registration No. 3,792,186 dated May 25, 2010; "MPact Downhole Motors"
- 8. U.S. Trademark Registration No. 3,798,420 dated June 8, 2010; "MPact Downhole Motors"
- 9. U.S. Trademark Registration No. 3,878,505 dated November 23, 2010; "MPact"

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

FOREIGN MARKS

- 1. Canada Trademark Registration No. TMA752419 dated November 5, 2009; "QUIKSHOT"
- 2. Canada Trademark Registration No. TMA752942 dated November 12, 2009; "QUIKSHOT"
- 3. Canada Trademark Registration No. TMA753005 dated November 13, 2009; "QUIKSHOT"
- 4. Community Trademark (EU) Registration No. 005150909 dated June 12, 2007 "QUIKSHOT"
- 5. Community Trademark (EU) Registration No. 005133202 dated May 23, 2007 "QUIKSHOT"
- 6. Community Trademark (EU) Registration No. 004641924 dated August 4, 2006 "QUIKSHOT"

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